

**CITY OF RANCHO MIRAGE
HOUSING AUTHORITY**

**69825 HIGHWAY 111
RANCHO MIRAGE, CA 92270
(760) 770-3210**

**REQUEST FOR PROPOSALS
FOR
HOUSING AUTHORITY
LANDSCAPE MAINTENANCE SERVICES**

**Issued:
OCTOBER 5, 2020**

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ANNOUNCEMENT AND BACKGROUND:

The City of Rancho Mirage Housing Authority (“Housing Authority”) invites proposals from qualified, competent, knowledgeable, and experienced companies that will provide full-service landscape maintenance services and administer the duties and responsibilities set forth in this Request for Proposals (“RFP”), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to immediately enter into contracts (“Agreements”) for services providing maintenance of landscaping and related duties associated with four (4) age-restricted (55+ years) and income-restricted affordable residential complexes owned by the Housing Authority and located in the City of Rancho Mirage. These four (4) properties (collectively, “Properties”) are commonly referred to and located as shown below:

- Parkview Villas: 71-740 San Jacinto Drive, Rancho Mirage, California (82 units)
- Santa Rosa Villas: 25150 Juniper Lane, Rancho Mirage, California (33 units)
- Whispering Waters: 42-536 Rancho Mirage Lane, Rancho Mirage, California (29 units)
- San Jacinto Villas: 71-300 San Jacinto Drive, Rancho Mirage, California (82 units)

The work to be accomplished on the Properties includes, in general terms, all aspects of maintaining the landscaping, including, but not limited to, maintaining lawns, trees, shrubs, groundcover, sidewalks, driveways, and gutters, and ensuring proper irrigation methods be used and debris be removed and properly disposed. Such work shall require a certain level of technical ability and labor force, as more particularly set forth in this RFP.

The Properties are subject to a number of federal and state housing anti-discrimination laws and regulations, state landlord-tenant laws and Housing Authority regulations, policies and procedures duly adopted by the Housing Authority’s governing Board or otherwise duly adopted.

INSPECTION OF SITE:

Proposers must examine the sites identified in the Scope of Services portion of this RFP and acquaint themselves with all conditions affecting the work required therein. In

submitting their proposals, proposers warrant that they have examined the sites and conditions thereof, including without limitation the ability to access materials, workmen and equipment and the ability to protect existing surface and subsurface improvements. No claims for allowances - time or money - will be allowed as to such matters.

For a site inspection of the properties outlined in this RFP, proposers should contact **Marcus Aleman** to schedule a site visit of the Housing Authority Properties. Contact phone number (760) 324-4511 Ext. 235 and email marcusa@ranchomirageca.gov.

PROPOSALS/OFFER SUBMITTAL:

Proposals will be accepted until **5:00 p.m. on OCTOBER 26, 2020**, and each must be submitted in a sealed envelope plainly marked on the outside "**SEALED BID FOR HOUSING AUTHORITY LANDSCAPE MAINTENANCE SERVICES - DO NOT OPEN WITH REGULAR MAIL**" to:

The City of Rancho Mirage Housing Authority
Attn: Marcus Aleman II, Housing Manager
69825 Highway 111
Rancho Mirage, California 92270

PREVAILING WAGES:

The selected contractor shall be required to pay prevailing wages in accordance with the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Department of Industrial Relations will be required. See Section 48 of the Service Provider Agreement Form set forth in Exhibit "A" to this RFP for more detail regarding prevailing wage obligations.

Notice Regarding Registration with Department of Industrial Relations:

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SCOPE OF SERVICES:

1.0 INTENTIONALLY OMITTED

2.0 GENERAL

2.1.1 WORK TO BE PERFORMED

The work to be performed consists, in general, of the following:

GENERAL MAINTENANCE

Complete landscape maintenance of all contract areas to include litter removal, irrigation, pruning, shaping and trimming of trees, shrubs, and ground cover plants; raking; fertilization; weed control; control of all plant diseases and pests; mowing; edging; irrigation and drainage systems; and all other maintenance required to maintain the contract areas in a safe, attractive, usable, healthy, professional and vigorous condition.

All hardscape areas, such as sidewalks, curbs, gutters, expansion joints, median hardscape (if any) and roadway surfaces extending out into the pavement at least five feet from the curb face, in the contract area. The areas maintained will be kept free of weeds, fugitive soils, trash, dead plant materials and debris as per the maintenance schedule. All debris, fugitive soils and vegetative trimmings shall be removed of and disposed of by the Contractor in compliance with National Pollution Discharge Elimination System (NPDES) Best Management Practices as established by the City. Contractor shall not sweep, blow or otherwise cause any trash, debris, fugitive soils or vegetative trimmings to be discharged into or upon any street, gutter, drainage structure, storm drain or other facility.

2.1.2 MAINTENANCE SCHEDULES

2.1.2 (a) Scheduling of Work

Contractor shall accomplish all normal landscape maintenance required under the Agreement from Monday through Friday from 7:00 a.m. to 5:00 p.m., in accordance with the Maintenance Matrix, attached hereto and incorporated herein by this reference as Appendix 1. Exceptions may be made to these normal working hours where incidence of use may be too great during the hours specified to allow for proper maintenance. The Housing Authority may grant, on a case by case basis, permission to perform contract maintenance during other hours.

2.1.2 (b) The Contractor shall establish a schedule of routine work to be followed in the performance of this contract. This schedule shall include the day of each week that the contractor shall physically perform the routine work within each Contract area, set forth within this schedule and the type of work scheduled to be accomplished. A copy of this schedule shall be provided to the Housing Authority prior to the performance of any work required by this contract and these specifications, and any changes in scheduling shall be reported in writing to the Housing Authority five (5) days prior to initiating the change.

2.1.2 (c) The Contractor shall provide a written notice to the Housing Authority at least five (5) business days prior to performing any additional work not routinely performed on a monthly basis during contractor's weekly maintenance cycle. Said additional work may include but not be limited to fertilization, aeration or overseeding. Said notice shall include the schedule date or date(s) for performing the work.

2.1.2 (d) The Contractor shall conduct the work at all times in a manner which will not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets or parking lots. In addition, a special notification listing exact start date for fertilization, aeration, renovation, pruning and other infrequent operations shall be furnished to the Housing Authority at least five (5) working days in advance of performing these operations. The Contractor shall also post printed public notices adjacent to the landscape areas prior to application of any chemicals at least five (5) working days prior to the application of any chemicals.

2.1.2 (e) The following items of work shall be performed by the Contractor with the frequency indicated: Refer to attached Maintenance Matrix.

2.1.3 FUTURE WORK

The cost of maintenance of landscaping which may be installed in the future will be negotiated with the Contractor at the time of City's acceptance of said improvements. However, the cost of maintenance shall not exceed the unit price awarded under this contract. i.e., same cost for irrigation components as awarded in this contract; turf and/or ground cover shall not exceed the cost per square foot awarded under this contract).

2.1.4 SUPPLIES

All supplies required to accomplish the items of work specified herein, and to maintain the landscaping in a healthy and attractive condition and the irrigation system in a fully operational manner, shall be provided by Contractor. Full payment for furnishing landscaping and irrigation supplies shall be considered as included in the contract bid prices and no additional compensation will be allowed therefor. The Housing Authority shall approve the brand and model of any controllers, valves, and sprinkler heads prior to use by Contractor. Currently the Housing Authority is specifying Rainbird irrigation products for all sprinkler equipment and parts.

2.1.5 CONFLICTS

In the event that the maintenance area is subject to construction of new and/or expanded facilities, landscaped areas, irrigation systems or shrubs and trees may be disturbed or eliminated by this construction. Contractor shall provide maintenance up to the construction area and ensure proper irrigation at all times. Services for replacement of landscape and irrigation disturbed by the construction will be provided by others. Upon restoration, the contractor shall again be responsible for maintenance. Areas eliminated by construction shall be deducted from the gross area under the same provisions as provided above for FUTURE WORK.

2.1.6 AREAS ELIMINATED/MODIFIED

The Housing Authority and Contractor shall negotiate any adjustments to compensation that become necessary due to any areas that become permanently or temporarily eliminated or modified within the maintenance areas under the same provisions as provided above for FUTURE WORK.

2.1.7 REPLACEMENT OF TREES AND PLANT MATERIALS, CONTRACTOR NEGLIGENCE

Contractor will be responsible, at its own cost, for replacing dead or unhealthy trees and/or plant material within seven (7) working days after receiving written notice from the Housing Authority. Liquidated damages in the amount of \$100/day will be assessed to the Contractor for each calendar day the repair remains incomplete, which may be deducted from any payments due or to become due to the Contractor. The (i) harm from not replacing un healthy trees and/or plant material, and (ii) the use and enjoyment of such replaced healthy trees and/or plant material, will be correspondingly continued or delayed, respectively, and therefore Housing Authority and public will necessarily suffer great damages; from the nature of the case, such actual damages are extremely difficult and impracticable and impractical to fix, and the nearest and most exact measure of damages for such breach is set forth above, and is not a penalty.

2.1.8 CONTRACTOR PARTICIPATION IN LANDSCAPE IRRIGATION AUDITS OF IRRIGATION SYSTEMS

Contractor shall participate as needed in the periodic performance of landscape irrigation audits as required by either the Housing Authority or CVWD. Said participation may include but not be limited to providing access to each controller, flagging and locating valves, preparing current valve schedules, and validating valve station information. When a Landscape Irrigation Audit is deemed necessary, the Contractor shall make the appropriate personnel available to the Landscape Irrigation Auditor.

3.0 CONTRACTOR SPECIFIC SERVICES TO BE PROVIDED

3.1 HARDSCAPE, DECOMPOSED GRANITE, PICNIC AND SPORTS COURT AREAS

3.1.1 LITTER CONTROL

The contractor shall be responsible for the following on a daily basis or as may be required by the Housing Authority:

- Litter removal and identify in the written schedule, the approximate time frames for performing this function.
- The removal of all trash, such as paper, cans, bottles, broken glass, dog droppings and any out of place or discarded items. This includes improved, as well as, natural desert areas identified in the contractual parameters.
- The removal of dried plant material, such as hanging or fallen tree limbs, leaves, branches, dried up and/or dead plant material and wood pieces.
- The raking and sweeping of all areas after litter and or weeds are removed (weekly).
- All refuse shall be placed by Contractor in a refuse container or taken to the sanitary landfill or green waste disposal yards, at the Contractors expense. Any tickets received will be given to the Housing Authority for Green Waste credits.

3.1.2 SIDEWALK/HARDSCAPE AREA CLEANING

Contractor shall inspect and clean accumulated sand, gravel, plant clippings and debris off all:

- **Sidewalks**
- **Curbs**
- **Swales**
- **All hardscape related areas**

Contractor shall immediately report to Housing Authority in writing any broken or raised concrete where there is potential hazard and/or liability.

3.1.3 RAKING OF DECOMPOSED GRANITE AREAS

Raking of all decomposed granite areas shall be done as specified in the Maintenance Matrix or as conditions warrant. Decomposed granite shall be replaced or added by the Housing Authority on an as needed basis. The cost of the material will be paid by the Housing Authority. Contractor shall provide the labor to spread the decomposed granite at each maintained location as part of the cost of the Agreement. Delivery of the material to each maintained area shall be by mutual agreement of Housing Authority and Contractor.

3.1.4 POWER WASHING OF MEDIAN HARDSCAPE AREAS

Power washing will be done by the Contactor semi-annually on all designated hardscape areas.

3.1.5 INSPECTING AND ADJUSTING OF LANDSCAPE LIGHTING

Contractor will inspect and adjust lighting as needed on a weekly basis.

3.1.6 CLEANING OF PICNIC FACILITIES

The contractor will keep clean on a daily basis all picnic venues within the City as well as removal of waste and trash, emptying of trash containers and the cleaning of BBQ's. Power washing of tables and benches will be done on a monthly basis.

3.2 GROUNDCOVER, SHRUB AND TREE MAINTENANCE

3.2.1 GENERAL

All plant material, trees/palms, shall be maintained as needed to prevent obstruction to vehicles or pedestrians. Shrubs shall be maintained to create adequate line-of-site vision for vehicles. All vegetation shall be maintained so the material does not overgrow its designated growth perimeter or encroach onto sidewalks, curbs, controller units, valve boxes or other fixtures. Vines shall be checked and retied as required to promote directional growth. No nails will be used.

Dead material should be pruned from plants/trees (within 15' from the ground) as they occur. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than two weeks.

Pruning techniques, watering requirements and a calendar for ideal maintenance timing shall be as specified in the Maintenance Matrix.

Fertilization and soil testing shall be required, as designated by the schedule in the Maintenance Matrix.

3.2.2 SHRUB AND GROUND COVER SHAPING AND PRUNING

All ornamental plant material, such as shrubs used as formal hedges or screens, shall be pruned in a manner to retain a continuous appearance shape at the direction of the Housing Authority. All other plant material is to be pruned in a manner that is described as a two-step Naturalistic pruning procedure. These plants will not be pruned into globes or ornamentally without permission by the Housing Authority. All pruning will be done in accordance with season and plant type.

3.2.3 TREE SHAPING AND PRUNING

The Contractor shall comply with the following provisions regarding tree maintenance:

- Trees shall be pruned as needed to remove broken or diseased branches, or for traffic and pedestrian safety. Sidewalk clearance will be eight (8) feet and vehicular

clearance fourteen (14) feet. Any broken, structurally unsound or detached limbs are to be considered a hazard and removed. Sucker growth will be removed as they appear.

- All Date Palm trees will be trimmed after seeding normally in the month of May.
- All other Palms will be trimmed after seeding normally in July.
- All other trees (non-Palm) will be trimmed in October & November with a minimum of 25% off each tree.
- Inspect all fruit bearing trees quarterly and harvest fruit as needed.

3.2.4 NO TOPPING OF ANY TREES WILL BE ALLOWED

Only lacing and or tipping back is allowed. It is the Contractor's responsibility to conduct a pruning program consistent with current applicable International Society of Arboriculture (ISA) and American National Standards Institute (ANSI) to promote proper form, strength, health and appearance of trees. No pruning will be performed without onsite inspection by Housing Authority staff. It is the Contractor's responsibility to notify the Housing Authority before work begins. Contractor shall remove all debris from pruning, trimming and tree maintenance the same working day as accumulated.

3.2.5 THE CONTRACTOR IS RESPONSIBLE FOR ALL TREE STAKING

Ties will be monitored to prevent girdling. Remove ties and stakes as needed and appropriate. All stakes and ties should be removed within one year of planting, unless still necessary. Broken stakes and ties are to be replaced as necessary. The Housing Authority requires the use of metal stakes.

3.2.6 CONTRACTOR RESPONSIBILITY FOR PLANT AND TREE REPLACEMENT

Contractor shall be held responsible for any damages done to plants, trees/palms due to improper management procedures. The Contractor shall replace groundcover, shrubs or trees, at no cost to the Housing Authority, that die after acceptance of the contract due to neglect, irrigation malfunction, lack of maintenance, infestation, or improper care. Replacement plants will be the same as the palette for the project area unless deviation is approved by the Housing Authority. Dead plants will be replaced by the contractor within seven (7) working days after receiving writing notice from the Housing Authority. Liquidated damages in the amount of \$100/day will be assessed to the Contractor for each calendar day the repair remains incomplete, which may be deducted from any payments due or to become due to the Contractor. The (i) harm from not replacing dead plants, and (ii) the use and enjoyment of such replaced healthy plants, will be correspondingly continued or delayed, respectively, and therefore Housing Authority and public will necessarily suffer great damages; from the nature of the case, such actual

damages are extremely difficult and impracticable and impractical to fix, and the nearest and most exact measure of damages for such breach is set forth above, and is not a penalty.

3.2.7 BROKEN TREES

Any trees broken or damaged as a direct result of storm damage, wind, accident or vandalism shall be trimmed or replaced within 24 hours of notification. Any debris blocking roadways or parking shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an extra cost, at pre-determined price (planted) for 15 gallon, 24" box, and or 36" box.

3.3 TURF MAINTENANCE

3.3.1 MOWING AND EDGING TURF

- All turf areas shall be mowed and edged weekly. All clippings shall be removed. Contractor shall provide equipment and labor that will facilitate mowing and clipping removal for each designated area in one day.
- Contractor shall ensure a proper watering schedule to give the turf a continuous, healthy appearance. Contractor shall comply with Section 3.6.12 regarding compliance with the water budget for each irrigated area.
- Bermuda turf shall be mowed to a 1 inch height, or lower, at the direction of the Housing Authority. Rye turf shall be mowed to a height of 1 ½ inches.
- Trimming and edging shall be performed at each mowing around walls, buildings, curbs sidewalks, mow strips, paved areas, valves, etc.
- Chemically edge around trees within an eight inch radius from the trunk, using care not to damage trunk or roots.
- All lawn areas included in the contract shall be mowed with approved power-propelled reel-type or rotary mowers. The mowers shall be equipped with catchers. Mowing shall be done in such a manner as to prevent ruts or depressions from forming by the wheels and/or weight of the mower. No mowing will be done if lawns are wet, or have just been sprinkled.
- Mowers shall be maintained so as to provide a smooth, even cut without tearing. Mowers are to provide a uniform, level cut no higher than two (2) inches, or as otherwise instructed by the Housing Authority, but no more than 25% of existing growth to be removed in any one mowing.

- Inclement weather may preclude adherence to the frequency schedule of mowing. Contractor may request, from the Housing Authority, for reason of rain or prolonged cold, alteration of this mowing frequency. If inclement weather prohibits Contractor from performing contract work for more than two days in a week, the Housing Authority shall deduct a pro rata amount from the contract price for the days in the monthly invoice billing cycle that no work was performed.
- Artificial turf surfaces shall be maintained in complete compliance with manufacturer's specifications. Contractor shall request copies of the manufacturer's maintenance recommendations from the Housing Authority. Contractor shall provide all materials and equipment necessary to maintain artificial turf areas in compliance with the manufacturer's recommendations as part of the Agreement cost and at no additional expense to the Housing Authority.

3.3.2 RENOVATION AND OVERSEEDING PROGRAM

- Renovation and over seeding will be performed to a schedule designated by the Housing Authority. The schedule will be designed to ensure a completely established stand of turf by the first week in November. Renovation and over seeding will be in accordance with the following methods.
- Cut back on watering two weeks before renovation. Cut grass lower after first week. One week before renovation, water will be turned off entirely in turf area. For final renovation, cut turf to a height of ½ inch or to the point where blades are flush with the crowns of the stoles after Bermuda becomes dormant. All clippings will be vacuumed after each cut. No stockpiling of clippings at the sight will be allowed overnight.
- Contractor will request a Housing Authority representative to perform an inspection before rye seed is applied. The Housing Authority will verify proper renovation, aeration and irrigation coverage prior to seeding.
- Over seeding shall be completed annually and scheduled at the direction of the Housing Authority. Only certified pure perennial rye seed will be used. Application rate shall be 550-600 lbs. per acre as directed. Seed tags will be verified. Contractor will be required to document the seed distribution by area.
- Contractor will monitor irrigation to ensure coverage at all times. Seed needs to be kept moist at all times during germination. Watering will be done in short five to ten minute cycles, four to six times a day.
- Fertilize after first cut with Endure 15-15-15 slow release or approved equal at the rate of 6.5 lbs./1000 square feet.

- Modify watering times after second cut to seasonal durations.
- All costs for labor and equipment shall be included in the contract price.
- All work shall be performed in accordance with the Coachella Valley Water District's Guidelines for scalping and overseeding. Contractor is required to have and maintain certification of overseeding from the Coachella Valley Association of Governments.

3.3.3 AERIFICATION PROGRAM

- Mechanical aeration shall be performed by Contractor.
- Verify to a minimum of two inches into the soil. All plugs are to be collected and removed. Aeration will be performed as specified in the Maintenance Matrix.
- Under adverse conditions or as a result of high use where turf is suffering from compaction, aeration may be necessary at more frequent intervals. If so, such services shall be provided at no additional cost to the Housing Authority. The frequency intervals shall be as required to promote healthy vigorous growth as determined by the Housing Authority.

3.3.4 TURF REPLACEMENT

- Any turf to be replaced which suffers any Act of God, vandalism or other destructive occurrences, in excess of the number stated in the bid item, and not directly or indirectly caused by Contractor's negligence or failure to perform scheduled maintenance, shall be classified as Extra Work.
- Defective turf shall be removed and replaced with sod. The sod shall be of the same type of turf removed and shall be installed as directed by the Housing Authority.
- The unit price paid for replacing turf shall include all items of work involved in removing and placing sod.

3.3.5 MAINTENANCE OF DRAINAGE FACILITIES

- **DRAINS:** Permanent drainage structures such as gutters, concrete swales and ditches, catch basins, retention or detention basins, storm drains, inlets or outlets and pipes 12 inches in diameter or smaller are to be cleaned and kept free of obstructions at all times and are to be completely cleaned annually before October 1st or as directed by the Housing Authority. This work will not be considered extra or supplemental work and no additional payment will be made for it.

3.4 FERTILIZATION PROGRAM

3.4.1 SOILS TESTS REQUIREMENTS

The contractor shall coordinate taking soil samples with a certified laboratory approved by the Housing Authority. The purpose of the test is to prepare an annual fertilization schedule for all maintained areas. The Housing Authority shall identify the locations and number of soil samples to take. The contractor shall be responsible for the cost of the test as part of the contract.

3.4.2 FERTILIZATION-GENERAL REQUIREMENTS

- Manure shall not be used as fertilizer or soil conditioning material.
- Fertilization of all turf grass areas within the designated work area shall be accomplished quarterly with a complete commercial fertilizer in homogeneous pellet form. Guaranteed analysis shall be approved by the Housing Authority.
- Fertilizer shall be packaged in multi-wall paper bags, polyethylene lined for moisture resistance.
- Fertilizer shall be applied at a rate to provide the required elements necessary for healthy growth as determined by the Housing Authority or based on the results of the soil testing. Fertilization shall be done on a quarterly basis (or as otherwise directed by Housing Authority).
- Fertilizer shall be applied in granular form and shall be moisture-free so as to obtain optimum spread. Contractor shall notify the Housing Authority 2-3 days before application and submit bag tag.

3.4.3 GROUND COVER AND SHRUB FERTILIZATION

- Fertilization of all shrub beds, ground cover areas and all young trees (3" caliper and smaller) within the designated work area shall be accomplished four (4) times per year with a commercial grade fertilizer having the guaranteed analysis of 6-10-4 or equal. Guaranteed analysis shall be approved by the Housing Authority.
- Fertilizer shall be applied at a rate to provide the required elements necessary for healthy growth as determined by the Housing Authority or based on the results of the soil testing. Fertilization shall be done on a quarterly basis (or as otherwise directed by Housing Authority).
- Adequate irrigation will immediately follow the application of fertilizer to force fertilizer material to rest directly on the soil surface.

- The fertilizer shall be delivered to the site in the original unopened containers bearing the manufacturer's guaranteed analysis. Contractor shall notify the Housing Authority 2-3 days before application and submit bag tag.

3.4.4 TREE AND PALM FERTILIZATION

In general, trees and palms shall receive the same fertilization that is applied to groundcover and shrub areas. Contractor shall continuously make visual inspections of all trees to determine their health and report any findings or concerns to the Housing Authority. Soils test shall also be utilized by Contractor to make any required special tree fertilization applications. The costs of all tree fertilization shall be part of the contract and not an extra cost for the Housing Authority.

3.4.5 FERTILIZATION APPLICATION INSPECTIONS

Compliance with fertilization specifications will be enforced by application inspections, bag counts and periodic soils analysis. Contractor shall specify fertilizer application and identify type, application rate and dates of application in submitted activity reports.

3.5 WEED, INSECT, FUNGUS, PEST AND RODENT CONTROL

3.5.1 MANUAL WEED REMOVAL

The contractor shall perform weed removal on a weekly basis. This function shall be performed simultaneously with litter removal/trash control. Planters, D.G./gravel areas, sidewalks, expansion joints, underneath plant materials and trees shall be kept free of weeds. All surfaces shall be raked and/or swept after weeds are removed.

3.5.2 LANDSCAPE AND TURF PRE-EMERGENT

Pre-emergent herbicides may be used for renovation or other special projects as designated by the Housing Authority. Contractor shall apply the pre-emergent herbicides in compliance with the manufacturer's recommendations. The cost for this service shall be included in the contract and not be extra cost for the Housing Authority.

3.5.3 SELECTIVE BROADLEAF APPLICATION

Contractor shall apply selective broadleaf chemical herbicides for preventative weed control in all maintained areas. The cost for this service as well as for any follow-up applications as may be necessary to control weeds, shall be included in the Agreement, and shall not be an extra cost for the Housing Authority.

3.5.4 NUTGRASS/CRABGRASS CONTROL

Nut grass and crabgrass is prevalent and can become problematic if not properly addressed. Contractor is responsible for applying appropriate herbicides in compliance

with manufacturer's recommendations to maintain control of these grasses. The cost for this service as well as for any follow-up applications as may be necessary to control the grasses, shall be included in the contract, and shall not be an extra cost for the Housing Authority.

3.5.5 INSECT, FUNGUS, PEST AND RODENT CONTROL

Contractor shall provide complete and continuous control and/or eradication of all plant pests and diseases at no extra cost. Contractor shall provide control and/or eradication of other landscape pests, such as snails, gophers, etc. Preventive fungicide shall be applied, as necessary.

Application rates will be the responsibility of Contractor for proper usage of chemicals and Contractor will be responsible for plants killed or damaged by use of these chemicals.

3.5.6 LICENSES, PERMITS AND REPORTS

Contractor shall obtain necessary permits and licenses to comply with City, County, State or federal laws for using herbicide and pest control chemicals. The Housing Authority will receive and approve a plan submitted by Contractor before application begins. Contractor will assume responsibility and liability for use of chemical controls. Contractor is responsible for submitting schedule of spraying of herbicides and pesticides, to the Housing Authority before performing any services under the Agreement. Contractor shall complete and furnish an herbicide and pesticide application report to the Housing Authority. The report shall have the following information included:

- The weed or pest to be controlled and locations of applications
- Method of control and type of chemical
- Copies of the product label
- A frequency schedule
- Copy of California State Application License

3.5.7 DAMAGES

Contractor shall be responsible for the results of application of all chemicals and will be responsible for plants killed or damaged by the use of these chemicals.

3.6 IRRIGATION SYSTEMS

3.6.1 GENERAL

Contractor shall provide the following inspections, repairs and maintenance, supply all needed materials, and perform the work as necessary in order to maintain the irrigation system in a good state of repair.

3.6.2 QUALIFICATIONS OF PERSONNEL

- Contractor shall ensure that all personnel performing work on irrigation systems are appropriately trained and knowledgeable in the performance and operation of irrigation systems, including but not limited to the operation of each type and brand of controller in use. Contractor shall provide in writing to the Housing Authority, the name and telephone number of Contractor's designated irrigation specialist and shall include copies of all current certifications and training for this individual to the Housing Authority prior to contract award. Contractor must have at least one full-time irrigation technician and one fulltime irrigation assistant assigned to this contract that has IA Certification or equivalent training as may be accepted by the Housing Authority.
- In the event that it is necessary to change the Contractor's irrigation specialist, Contractor shall notify the Housing Authority within ten (10) days and provide the name, telephone number and certifications for the replacement individual for review and approval by the Housing Authority.
- In addition, Contractor shall ensure that the irrigation specialist has attended all required training for the operation, maintenance, and control of all irrigation equipment.
- It is expected that Contractor and its staff shall stay current with various irrigation practices, water conservation measures and changes in ordinances and laws governing the use of irrigation throughout the term of the Agreement by attending various seminars, workshops and trade activities. For those irrigation systems supplied by CVWD, Contractor shall quarterly review the current rules and ordinances proposed or adopted by this agency.
- Contractor and its staff shall be knowledgeable and comply at all times with any and all applicable City ordinances governing landscaping and irrigation practices within the boundaries of the City.

3.6.3 IRRIGATION SYSTEM HOURS OF OPERATION

Landscape drip irrigation system operation shall occur at any times needed. Turf areas shall be irrigated between 9:00 p.m. and 5:00 a.m., except when manually watering during the establishment period of a new landscape, when temperatures are predicted to fall below freezing and or during periods of extreme heat and when testing and repairing an irrigation system. In the event that, due to design or operational issues relating to the irrigation system preclude the Contractor from watering only between 9:00 pm and 5:00 am, Contractor shall immediately notify the Housing Authority. The Housing Authority shall investigate the issues relating to the irrigation issue and shall provide additional direction in writing regarding the irrigation system operation hours as appropriate.

3.6.4 NOTIFICATION OF IRRIGATION SYSTEM DAMAGE

The Housing Authority shall be immediately notified of any damage suspected to be caused by accident, vandalism, theft, or Act of God in which the actual cost of repairing all damage is over \$100.00 for both labor and materials. Immediate notification to the Housing Authority of any such damage, prior to start of work within the area, will serve to indicate Contractor's belief that it was caused by factors beyond its control. The Housing Authority shall review the damage and/or request information from Contractor in order to establish the true cause of damage and determine responsibility for repair. Contractor shall not be responsible for vandalism, theft, Acts of God or accidents involving landscape and irrigation not related to its operations.

3.6.5 ADJUSTMENTS TO IRRIGATION SYSTEMS

Contractor shall repair, replace, clean, and adjust, straighten, raise and lower the following sprinkler system components as needed, for no additional cost, under normal wear conditions:

- Sprinkler Heads
- Sprinkler Head Risers
- Anti-theft/vandalism sprinkler head devices
- Valve Covers (including the branding of stations on replacement covers)
- Valve Boxes or Sleeves
- Quick Coupler Valves and Hose Bibs
- Bubblers, Emitters, etc.
- Sprinkler System Lateral Piping
- Sprinkler Control Valves
- Drip irrigation system including multi-outlet emitter device, and tubing and emitters

3.6.6 CONTRACTOR NEGLIGENCE

Contractor shall, at no cost to the Housing Authority, repair or replace any damaged irrigation system components due to the negligence, recklessness or willful misconduct of Contractor or any of its employees, agents, subcontractors or independent contractors, including for removal of anti-theft devices.

3.6.7 REPAIRS AS EXTRA WORK

The cost of all repairs to, or replacement of irrigation system and landscape caused by vandalism, theft or Act of God where the actual cost of repairing the irrigation component is greater than \$100.00 for both labor and materials, shall be classified as Extra Work. Full compensation for inspections and testing of the irrigation system, and repairs to the irrigation system that are less than or equal to \$100.00 for both labor and materials for each maintenance area at the same time shall be considered as included in the monthly maintenance cost for the work involved; therefore no additional compensation will be allowed.

3.6.8 REPLACEMENT OF IRRIGATION SYSTEM COMPONENTS WITH EQUIVALENT COMPONENTS

Any replacement of an irrigation system component must conform to the type and kind of the existing system unless the use of anti-theft or anti-vandalism devices has been authorized by the Housing Authority. When appropriate, sprinkler heads shall be the same manufacturer as installed, unless approved by the Housing Authority. Any other deviation must be approved in writing by the Housing Authority. Replacement of a defective timer/controller shall be of the same model and manufacturer as the one to be replaced unless otherwise approved by the Housing Authority. The Housing Authority may, at its option, provide Contractor with a replacement timer/controller, in which case the hourly rate for irrigation repair under Section 4.1.6, Extra Work, shall apply. Contractor shall hold onto old parts and request if the Housing Authority would like to verify their condition.

3.6.9 MANUAL IRRIGATION

Irrigation shall be done by the use of the automatic sprinkler systems, where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve Contractor of its responsibility. In the event of a failure of any irrigation component that would prevent proper automatic irrigation of the landscaping, Contractor shall apply irrigation manually until the repair and/or replacement is accomplished. If the use of manual irrigation is necessary and is the result of delays of repair or replacement caused by Contractor, Contractor shall be responsible for the cost of providing manual irrigation. If the use of manual irrigation is necessary and is the result of delays of repairs or replacement caused by the Housing Authority, the cost for manual irrigation shall be considered Extra Work and shall be reimbursable, provided that Contractor notifies the Housing Authority in advance and that the Housing Authority approves in writing that said manual irrigation be provided.

3.6.10 INSPECTION, TEST AND REPAIR OF IRRIGATION SYSTEM

- Contractor shall maintain all sprinkler systems in such a way as to ensure proper coverage and full working capacity and shall make whatever adjustments which may be necessary to prevent run-off into street right of way, or other areas not meant to be irrigated. Care shall be exercised to prevent a waste of water or to cause erosion. Irrigation systems will be tested weekly for malfunctions, clogged spray heads, leaks, etc.
- In those non-turf areas where an automatic sprinkler system is installed, Contractor shall test and observe the irrigation system bi-weekly, or more often if climatic conditions or the frequent occurrence of vandalism or damage warrant it, or at the direction of the Housing Authority. Turf areas shall be tested and observed for proper operation and coverage after each mowing of the turf.

- Contractor shall physically inspect the system weekly for any damage to the system such as missing, damaged or misdirected sprinkler heads and shall test the operation of each valve for any malfunction. Contractor shall perform irrigation inspections immediately following maintenance work in an area. Contractor shall make appropriate repairs or adjustments as needed to the system based on its inspection including repairs and replacement of sprinkler heads, nipples and elbows to maintain adequate irrigation. Such repairs will be made by Contractor with same type/brand head, or approved equal by the Housing Authority.
- Contractor shall also inspect the timer controls for proper operations and shall adjust the schedule and frequency of operation of the system on the first day of each month in order to ensure proper water delivery for each valve. Contractor shall, by the first (1st) of each month, provide a written copy of the planned irrigation schedule, including irrigation days, start times and run-times per valve to the Housing Authority.
- For any area that has received an Irrigation Water Audit within the last 24 months, the Contractor shall use the schedule and frequency for each valve as set forth in the water audit as guidance in establishing the irrigation schedule for the month. Any deviation from this irrigation schedule without express written permission from the Housing Authority is prohibited.
- All other irrigation components will be inspected and maintained by Contractor on a weekly basis. This will include laterals, main lines, gate valves, control wire, junction boxes and any other items in the system.
- Contractor shall be responsible for the cleaning of any filters, screens or other devices used to provide reclaimed water, or as part of the drip irrigation system, as frequently as recommended by the manufacturer or as appropriate in order to ensure proper operation of the system.
- All below-ground irrigation valve boxes shall be kept clean of dirt and debris at all times in order to allow visual inspection of the irrigation component, and shall be periodically treated with an approved rodent control in order to prevent damage to the valve or wiring systems. Valves shall be properly tagged with an approved valve tag with the appropriate valve number, and each valve box lid shall be hot-stamped with the corresponding valve number or designation. Contractor will ensure that all valves correspond to the appropriate controller station number in order to facilitate testing, water audits and repairs. Valve boxes shall be periodically adjusted in order to ensure that the valve box lid is at the same height as the surrounding terrain; said adjustments shall be considered to be part of routine maintenance.
- On any irrigation system that includes an electrically operated booster pump, Contractor shall start and observe the operation of the booster pump weekly. If any leakage and or loss of pressure occurs, Contractor must notify the Housing Authority

immediately. Repairs to booster pumps shall be the responsibility of the Housing Authority.

- If any of the items mentioned in this section are found to be defective or in need of repair during the weekly inspection, said items shall be repaired immediately. Contractor shall notify the Housing Authority immediately by telephone of the need to perform a repair during normal business hours. If the need for repair is discovered after normal business hours, Contractor shall either isolate the damaged irrigation section so as to prevent future water losses, or make such emergency repairs or commence manual watering as necessary in order to prevent excessive loss of plant materials until the next business day.

3.6.11 IRRIGATION STANDARD

Irrigation shall be accomplished in order to achieve the following:

- Turf, if any, shall be irrigated as required, to maintain horticultural acceptable growth and color and to encourage deep rooting. Additional irrigation may be performed in the event of unusually hot/dry weather conditions upon approval of the Housing Authority.
- Landscaping on any slopes/banks, if any, shall be irrigated as required, to maintain horticultural acceptable growth and color, and to encourage deep rooting and preventing erosion.
- Shrub beds, if any, shall be irrigated as required, to maintain horticultural acceptable growth and color, and to promote deep rooting. Irrigation rates for shrub areas shall be applied in such a manner as to prevent surface runoff. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
- Newly planted trees, shrubs, ground cover and turf shall receive special attention until these plants are established. Adequate water shall be applied to promote normal, healthy growth. Proper berms or basins where needed shall be maintained during the establishment period.

3.6.12 EXCESSIVE IRRIGATION PROHIBITED

Contractor is prohibited from applying excessive irrigation to any landscaped area.

- Contractor shall ensure that the monthly water usage shall be within the limits of the Annual Maximum Allowable Water Budget (AMAWB), prepared by the Housing Authority and the ET Rate, whichever is higher for each water meter servicing a maintenance area.

- Contractor shall notify the Housing Authority by phone immediately upon discovery of any broken or damaged irrigation component that may have allowed excessive use of water, and shall follow up said telephone notification with written notice within three (3) business days, either delivered by facsimile, mail or hand-delivery to the Housing Authority. Said notification shall include the date and time that the damage was discovered, the controller and valve numbers affected, and the corrective actions taken.
- Contractor will be required to pay the cost for excessive watering if documentation of why the excess watering occurred is not found to be acceptable by the Housing Authority.

4.0 MASTER SCHEDULE, WORK PERIODS, NOISE CONTROL

4.1.1 REPORTS AND SCHEDULES

The Contractor shall, as a part of this Agreement, submit reports and schedules as a contractual requirement. Such reports and schedules shall include, but shall not be limited to the following:

- Weekly Checklist. Weekly checklists reflecting the date and type of work performed. These will be submitted by no later than the Monday following the work week identified. Monthly payment will not be disbursed without submission of these forms.
- Weekly Maintenance Schedule Chart. Typical weekly maintenance time scheduling, such as mowing, weeding, litter pickup, etc. will be described on this chart. If there is any variance to this schedule, the Housing Authority must be notified.
- Yearly Schedule. At the inception of the Agreement term, Contractor shall submit a tentative yearly schedule for non-weekly maintenance such as fertilization (including timing, application rates and type), pruning, pesticides, post and pre-emergent.

4.1.2 WORK HOURS

Contractor shall perform work at such times as to minimize disturbance to residents, pedestrian or vehicle circulation. When preparing its weekly schedule, Contractor shall schedule work to be performed between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise approved by the Housing Authority. Emergency work directed by the Housing Authority is not impacted by these restrictions.

4.1.3 NOISE AND SOUND CONTROL

Contractor shall comply with all local sound control and noise level rules, regulations and ordinances that apply to any work performed pursuant to the contract.

4.1.4 MONTHLY EVALUATIONS

The Housing Authority will prepare a monthly evaluation and performance report relative to the property maintained. The Housing Authority and Contractor shall meet monthly at the Housing Authority designated location, to discuss the report and any items that need immediate attention.

4.1.5 INSPECTIONS

The Housing Authority will conduct periodic inspections of maintained areas for compliance. Any items noted not to be in compliance with the specifications will be discussed immediately with Contractor's on-site representative and Contractor shall sign a copy of the generated inspection report, acknowledging receipt. Correction of these items shall be accomplished within the time frame provided by the Housing Authority.

Contractor shall certify to the Housing Authority in writing upon correction of all items noted on the inspection report and shall return one signed copy of the report to the Housing Authority within 5 business days. Continued non-compliance or failure to correct noted deficiencies in a timely manner, shall constitute sufficient grounds for further action, up to and including termination of the Agreement. Contractor or his representative shall also meet as requested on site for field inspections with the Housing Authority to discuss and sign said inspection reports. **Failure on the part of the Contractor to meet at the designated time and place will result in the assessment of the liquidated damages set forth herein and deducted from the monthly contract payment for each correction.** The harm from not meeting as requested for field inspections will be correspondingly continued, and therefore Housing Authority and public will necessarily suffer great damages. From the nature of the case, such actual damages are extremely difficult and impracticable and impractical to fix, and the nearest and most exact measure of damages for such breach is set forth above, and is not a penalty.

4.1.6 EXTRA WORK AND EMERGENCY CALL OUTS

During the course of the Agreement term, additional services, labor and materials, beyond those specified in the Agreement, may be required and performed on a time and material basis. Such work will be billed at the actual cost of labor and wholesale cost of materials plus ten percent. The Housing Authority and Contractor, at the inception of the Agreement term, will assess the actual costs of labor and equipment and arrive at a mutually agreeable unit price for this function. Contractor will be required to submit a list of job classifications, labor rates and equipment with hourly rates (on an annual basis). Equipment rental rates shall be based upon and not exceed local rates from commercial equipment rental vendors or rates published by the State of California Department of Transportation.

- Contractor shall submit a request for extra work in writing, identifying estimated material and equipment costs and a not to exceed labor cost, before commencing

any extra work. Contractor must have a signed authorization before payment is made.

- Contractor shall provide twenty-four (24) hour emergency services, with prompt correction or mitigation of emergency damage when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within one (1) hour. Failure to do so could result in monetary deductions from the monthly billing. Any non-voluntary work performed between 5:01 p.m. and 6:59 a.m., Monday through Friday and on Saturday and Sunday shall be considered emergency service.
- Extra work will be separate items from normal contractual duties. Contractor is expected to complete the contractual duties as specified on the Maintenance Matrix and extra work shall not interfere with or delay these duties.
- Contractor shall furnish the Housing Authority with local emergency telephone numbers, which can be called 24 hours a day, 7 days a week and holidays, when Contractor or its representative is on the job site. Any answering service or machine is not adequate for emergency calls.

5.0 COMMUNICATION, DEFICIENCIES, PAYMENT AND PAYMENT REDUCTION

5.1.1 COMMUNICATION WITH HOUSING AUTHORITY

Contractor shall submit to the Housing Authority a list of employee names and titles, for all personnel providing services under the Agreement. The list will identify the supervisor or foreman who will communicate with the Housing Authority and also include their 24/7 contact information.

5.1.2 HOUSING AUTHORITY NOTIFICATION OF DEFICIENCIES

All notification to Contractor from the Housing Authority will be in writing. Deficiencies in Contractor maintenance will be addressed as specified in the Section 4.1.5.

5.1.3 CONTRACTOR NOTIFICATION OF PROBLEMS TO HOUSING AUTHORITY

Contractor shall immediately call the Housing Authority to provide notice of any problem or deficiency. Contractor shall follow up on the same workday with a written facsimile or letter identifying the problem or deficiency, as to who at the Housing Authority was notified and any corrective actions taken or scheduled.

- Contractor to immediately notify City/Housing Authority of any harassment, etc., and allow the City/Housing Authority ample time to investigate and take necessary action.

5.1.4 CONTRACTOR PAYMENT REDUCTION/LIQUIDATED DAMAGES

The Housing Authority has set up very specific criteria by which to evaluate the performance of Contractor on a weekly basis. If performance by Contractor is deficient, the Housing Authority reserves the right to subtract a cost from the monthly billing. Since it is difficult to quantify and assess a value to every aspect of the work, the Housing Authority shall implement a standard \$100 cost per incident. Examples of deficiencies that warrant such deductions include, but are not limited to, the following:

- Lack of compliance to specifications, such as failure to adequately mow, edge, pick up litter, sweep/rake, weed, prune, remove dead plant materials, etc.
- Failure to provide specified reports or to falsify reports, including recycling sites used for green waste and gross weight tickets from the facility indicating the City of Rancho Mirage as the origin of the green waste.
- Failure to supply adequate equipment, labor or supervision.
- Failure to repair irrigation deficiencies in the allotted time frame.
- Failure to comply with schedules. Variances may be approved upon request by Contractor and approval by the Housing Authority. Delays in part due to adverse weather conditions will be taken into consideration.
- Failure to protect public health and safety.
- A statement will be provided with the monthly payment describing the reason for withholding a portion of the payment and a listing of the amount.

The harm from such incidents will be correspondingly continued, and therefore Housing Authority and public will necessarily suffer great damages; from the nature of such cases, such actual damages are extremely difficult and impracticable and impractical to fix, and the nearest and most exact measure of damages for such breach is set forth above, and is not a penalty.

5.1.5 CONTRACT TERMINATION

Failure to perform specified items of work as provided in this Scope of Services, after receipt of three (3) formal notices of non-compliance, will constitute good and sufficient grounds for terminating the contract. Notice of termination will be given by certified mail and will be effective 15 calendar days after the date said notice was mailed. Notification of any termination will be given to the surety, who shall have the right to take over the contract within 15 days of being notified. Failure of the surety to assume the provisions of the contract within 15 days shall constitute grounds for the Housing Authority to assume

responsibility for providing maintenance services with the right to recover damages from the Contractor or the surety arising from the Contractor's failure to perform.

5.1.6 NOTICE

Any Contractor who has their contract terminated by the Housing Authority for non-performance shall be deemed a 'non-responsible' Contractor for a period of three years following the date of termination and will not be allowed to submit a bid to the Housing Authority for any other landscape maintenance contract during that period.

5.1.7 HOUSING AUTHORITY'S RIGHT TO DO WORK

The Housing Authority reserves the right to perform work and/or alterations within the area to be maintained.

5.1.8 PAYMENT REQUEST AND FORMAT

The Contractor shall be paid monthly, in arrears, for the work specified and performed satisfactorily. Payment will be approved only after all required work requested checklists are submitted and verification of completed work is made by the Inspector. The Housing Authority's payment terms are thirty (30) days from receipt of an original invoice, revised reports and acceptance of materials, supplies, or services (Net 30). The Contractor shall organize and format the monthly invoice as directed by the Housing Authority in order to maintain proper cost accounting for each maintenance area. Payment shall not constitute Housing Authority's approval of completed work.

6.0 CONTRACTOR STAFFING, SUPERVISION AND REPORTS

6.1.1 LOCAL OFFICE

Contractor shall maintain a local office with a competent representative that can be reached during normal working hours and authorized to discuss matters pertaining to the contract with the Housing Authority. A local office is one that can be reached by telephone without it being a toll call. An answering machine or mobile telephone shall not fulfill the requirement for a local office.

6.1.2. PERSONNEL AND SUPERVISION

Contractor shall furnish sufficient supervisory and working personnel capable of accomplishing on schedule all work required under the contract. Contractor shall maintain a supervisor working regular hours. All supervisors shall have the requisite knowledge to perform this function and be able to communicate this in the English language. Contractor and/or its support staff shall have expertise and experience in turf management, entomology, pest and weed control, soils, fertilization, plant identification, irrigation systems and tree pruning in accordance with standards created by the International Society of Arboriculture (ISA). The representative shall be considered an

agent of Contractor with authority to receive official notices and make binding agreements on the prosecution of the work. The Housing Authority shall be given five (5) days prior written notice of a change in such representative.

6.1.3 SPECIALTY PERSONNEL, LICENSES, CERTIFICATIONS

The following tasks will be performed by Contractor, by employees who have the permits, licenses or certifications required under City, State, Federal Laws or directives:

- Application of chemical herbicides and fungicides
- Application of pest control chemicals
- Fertilization application
- Tree/Arborist services
- Services for irrigation systems

6.1.4 CONTRACTOR IDENTIFICATION

All employees shall be dressed in a uniform shirt identifying them as Contractor's personnel and shall be so attired at all times. The employees shall also have in their possession at the jobsite all necessary safety attire and equipment necessary to perform their duties. All of Contractor's vehicles shall be clean, neat and in good repair, shall have Contractor's name and local telephone number visible on both sides of the vehicle and shall include Contractor's State License number. All Contractor vehicles shall be equipped with a vehicle mounted rotating or flashing amber beacon light of sufficient candle-power to be readily visible to any approaching traffic. Beacon light shall be activated at any time that Contractor's vehicle is parked in a street or highway.

6.1.5 CONTRACTOR CONTACT/EMERGENCY/AFTER-HOURS CONTACT

Contractor shall provide a business phone number to the Housing Authority, which is answered during normal business hours, defined as Monday through Friday, 7:00 a.m. to 5:00 p.m., as well as an afterhours emergency phone number. Contractor's representative shall respond back to any telephone message left during normal business hours within two (2) hours of the time that a message is left.

7.0 GREEN WASTE

7.1.1 HOUSING AUTHORITY POLICY REGARDING GREENWASTE

Contractor shall compost all appropriate green waste removed at a facility approved by the City where green waste is properly converted. Contractor shall submit in its weekly reports a listing of recycling sites used and a gross weight slip from the facility. Gross weight slips shall indicate the origin of all green waste as the City of Rancho Mirage.

8.0 SAFETY

8.1.1 GENERAL SAFETY

Contractor shall comply with the State of California and Cal-OSHA Safety Rules and Regulations. Contractor shall supply all delineation, signing and clothing as required by the State of California Department of Transportation. Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities, both above surface and underground. Any damage deemed to be caused by the negligence, recklessness or willful misconduct of Contractor, its agents, employees, independent contractors, or subcontractors shall be corrected or paid for by Contractor at no cost to the Housing Authority. Contractor is required to contact Underground Service Alert before performing any sub-grade work. Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

8.1.2 SAFETY MEETINGS AND REPORTS

Contractor will hold all safety meetings required of its personnel by OSHA, CAL-OSHA, and often State and Federal agencies. Copies of the meeting minutes shall be submitted to the Housing Authority on a monthly basis.

8.1.3 MAINTAINING TRAFFIC CONTROL

Warning signs, lights, and devices for use in performance of work upon streets and highway shall conform to the American Public Works Association's *Work Area Traffic Control Handbook* "WATCH," current edition, utilized by the City.

- A minimum of one (1) lane shall be maintained for each direction of traffic at all times, unless approved otherwise by the Housing Authority.
- Full compensation for furnishing and installing all signs, lights, flares, barricades and other traffic control devices necessary to expedite passage of public traffic through the work area shall be considered as included in the prices paid for the various contract items of work involved and additional compensation will not be allowed therefor.
- Personal vehicles of Contractor's employees shall not be parked on the traveled way at any time. All Contractor vehicles shall be equipped with a permanently-mounted rotating or flashing amber beacon of sufficient candle-power to be readily visible to any approaching traffic. Beacon shall be activated at anytime that Contractor's vehicle is parked in a street or highway.
- Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make its own arrangements relative to keeping the working areas clear of parked vehicles.

8.1.4 REMOVAL OF SIGNS

Any unauthorized signs, stakes, posts/poles, political or otherwise, found within or immediately adjacent to the landscaped areas and in the public right of way from time to time shall be considered as trash and debris and shall be removed by the Contactor immediately. Full compensation for removal of such items shall be considered as included in the prices paid for the various contract items of work involved and not additional compensation will be allowed therefor.

8.1.5 CLEANUP AND DUST CONTROL

Cleanup and dust control shall conform to applicable AQMD Rules and Regulations. Contractor shall not create nor cause to be created any fugitive dust during the performance of its duties.

Appendix 1
Landscape Maintenance Frequency Matrix
(See attached)

GENERAL INSTRUCTIONS FOR SUBMITTAL:

A. Proposal Submittal:

The proposer shall submit one (1) original and three (3) copies **by 5:00 p.m. (Pacific Standard Time), Monday, October 26, 2020, to:**

The City of Rancho Mirage Housing Authority
Attn: Marcus Aleman, Housing Manager
69825 Highway 111
Rancho Mirage, California 92270

B. Due Date and Time:

Proposals submitted after **5:00 p.m. on Monday, October 26, 2020**, may, at the sole discretion of the Housing Authority, be rejected as non-responsive and returned without review. For a proposal to be considered on time, it must be date stamped by Housing Authority staff upon receipt. At the discretion of the Housing Authority, a "late" proposal may be considered only if a selection cannot be determined from among proposals received on time. The Housing Authority shall not be responsible for, nor accept any as a valid excuse, any delay in mail service, or any other method of delivery used by the proposer. All proposals shall be enclosed in a sealed envelope with the words clearly written on the front, **"SEALED BID FOR HOUSING AUTHORITY LANDSCAPE MAINTENANCE SERVICES - DO NOT OPEN WITH REGULAR MAIL."** Failure of the proposer to properly identify the sealed envelope proposal as described may result in the proposal being considered non-responsive. All proposals shall be firm offers under the terms and conditions of such proposals and this RFP subject to acceptance by the Housing Authority and may not be withdrawn for a period of 180 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by consent of the Housing Authority. All proposals must clearly address all of the requirements outlined in this RFP. Each proposal shall be limited to twenty (20) pages and must include a minimum of three (3) references, which include the address, telephone number, and email address of each reference. Resumes and brochures may be added to the proposal, provided they are located in an appendix at the back of the proposal. Should the proposer have concerns about meeting any noted requirements, the proposer shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

C. RFP Addenda and Clarifications in Written Comments

Written comments or questions from proposers must be submitted in writing and received by no later than end of business day on **Monday, October 19, 2020** ("Addenda Due Date"), and must be submitted via the following approved written methods addressed to Marcus Aleman, the Housing Manager:

1. At marcusa@RanchoMirageCA.gov, or
2. Via fax to (760) 324-1617, or
3. Via mail, so long as the correspondence is received, and date stamped by the Housing Authority on or prior to the Addenda Due Date.

Any questions raised verbally shall not be addressed by the Housing Authority. Submittal of written comments or questions shall not be considered by the Housing Authority unless submitted in an approved method on or before the Addenda Due Date. **Written comments or questions received via approved method within the time prescribed herein will be addressed by the Housing Authority's issuance of an Addendum to this RFP.** Notwithstanding anything else herein, if it becomes necessary for the Housing Authority to revise any part of this RFP, or to provide clarification or additional information after this RFP has been issued, a written addendum will be made available to each recipient of record. Recipients of record shall consist of proposers on the original "bidders" list, or proposers that have requested RFPs and have provided pertinent contact information in writing to the Housing Authority. Addenda will be posted on the City of Rancho Mirage ("City") website, <http://www.ranchoirageca.gov> under the link applicable to the Housing Authority. Though the Housing Authority shall post any addenda information on the City website as soon as it becomes available, it shall be the responsibility of the proposers to maintain current, up to date contact information with the Housing Authority if any addenda are to be posted. All addenda shall become part of the RFP.

D. Pre-contractual Expenses:

The Housing Authority shall not be responsible for, under any circumstances, any claims of expenses necessary for the proposer to receive, evaluate, complete and deliver the proposal. The proposer should also not include any pre-contractual expenses or fees in the proposal.

E. Conflicts of Interest:

The proposer affirms that to the best of his or her knowledge, there exists no actual or potential conflict between the firm's business or financial interests, and either the services to be provided under the Agreements, or any commissioner, officer, employee, or agent of the Housing Authority. For the duration of the Agreements, the proposer shall refrain from undertaking any work for any individual, business, or legal entity, in which direct conflicts of interest regarding the services to be provided thereunder or herein may arise.

F. Proposed Contracts:

The proposer selected through this RFP shall be required to enter into the Agreements with the Housing Authority, in substantially the same form as the form attached hereto as **Exhibit "A."**

G. Insurance and Acknowledgement

Each proposal shall include a breakdown of all costs associated with issuance of the insurance endorsements described in and pertaining to Sections 16 through 20 of the Agreements (“Insurance Provisions”). Each proposal shall also include signed acknowledgement(s) in substantially the same form as the form attached hereto as **Exhibit “B,”** through which each insurance carrier that will issue any policy required in the Insurance Provisions, shall acknowledge, warrant and represent that it possesses the ability to and shall furnish all the insurance endorsements prescribed in the Insurance Provisions within thirty (30) days after the date of contract award.

H. Prevailing Wages

The selected contractor shall be required to pay prevailing wages in accordance with the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Department of Industrial Relations will be required. See Section 48 of the Service Provider Agreement Form set forth in Exhibit “A” to this RFP for more detail regarding prevailing wage obligations.

Notice Regarding Registration with Department of Industrial Relations:

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

PROPOSAL FORMAT AND CONTENT:

A. Presentation

Proposals shall be submitted in an 8 ½” x 11” format, fastened with an effective method.

B. Proposal Content

1. Transmittal Letter
 - a. Contact information, identification of firm, name and email address and telephone number
 - b. A statement to the effect that the proposal will remain valid for 180 days from the due date for the proposals
 - c. Acknowledgement of receipt of addenda, if any
 - d. Signature of the person authorized to bind the terms of the proposal

2. Table of Contents

Following the transmittal, provide a table of contents for the proposal

C. Qualifications, Related Experience and References

1. This section shall establish the ability of the proposer to satisfy all aspects of the required work with current or recently completed landscape maintenance services work, similar to the work required in this RFP.
2. Background information of the firm, including the date of founding, legal form, number and location of offices, number of employees, days and hours of operation and any other pertinent information.
3. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, mergers) and organizational conflicts of interest that may affect the ability of the proposer to perform the required duties.
4. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract with any other federal, state or local public agency.
5. Provide a list of business clients to which your firm is currently providing, or has recently provided, similar landscape maintenance services. Include company names, beginning/end dates of contracts, and names, titles and telephone numbers the Housing Authority can contact as references for your firm.
6. Furnish as an appendix, your firm's financial information (last year's Income Statement and Balance Sheet) that accurately describes the financial stability of your firm (financial statements will remain confidential and will be revealed only to individuals involved in the evaluation process and award of contract).

D. Proposed Staffing and Project Organization

1. Discuss the staffing of the proposing firm who would be assigned to work on the Housing Authority's project.
2. Identify the key personnel that would be assigned to the project, in hours per week. Include a brief description of their qualifications and experience in performing the type of work being assigned.
3. Designate an administrator who would serve as a day-to-day contact for the Housing Authority.
4. Provide any necessary organizational chart of the firm as it relates to this RFP.

E. Work Plan / Technical Approach

1. Establish the proposer's understanding of the Housing Authority's objectives and requirements, demonstrate the proper ability to meet those objectives and requirements, and clearly identify the method (plan) of accomplishing the described work.
2. Describe what information, documentation, or staff assistance from the Housing Authority your firm would request from the Housing Authority in order to complete the work described.

F. Cost and Price

1. This section shall disclose all charges to be assessed the Housing Authority for the required services and declare the proposer's preferences for method and timing of payment.
2. Quote a total price for completing all services; include all costs associated with the operating budget, including all landscape maintenance service fees. **The total cost should also include the cost with a performance bond.**
3. For all staff declared in the organizational chart, provide a schedule of hourly labor rates.
4. The Housing Authority is seeking quotes for provision of services up to four (4) years. The Agreements entered into between the selected landscape maintenance company and the Housing Authority shall be for a term of one (1) year, and shall automatically renew each year for additional one (1) year

terms, up to a maximum of three (3) total years. The Agreements will not renew if (i) either party shall give written notice to the other party of its intention not to renew at least sixty (60) calendar days prior to the expiration of the term or any extended term of the Agreements, or (ii) the Housing Authority does not appropriate the required funds to support renewal of the Agreements for any renewal year.

G. Appendices

Furnish as appendices, supporting documentation as requested, such as financial information and staff resumes.

PROPOSAL EVALUATION AND CONTRACT AWARD:

A. Evaluation Panel

An evaluation panel consisting of Housing Authority staff will be responsible for reviewing, analyzing, and evaluating the proposals received. The panel may also conduct contract negotiations with the highest rated proposer(s). The evaluation panel will either select the successful proposer or make recommendations to the Housing Authority Board regarding selection.

B. Evaluation Criteria

Proposals will be evaluated by the panel, considering the factors which are listed below.

1. Cost and price
2. Work plan
3. Qualification and experience of proposer
4. Staffing and organization
5. Conformance with this RFP
6. References of performance including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, compliance with the requirements, and other considerations.
7. Any other criteria determined by the Housing Authority

Upon selection of the most qualified proposer, the Housing Authority may require the finalist to make an oral presentation to the evaluation panel and/or the Board. The Housing Authority expressly reserves the right to reject any or all proposals, with or without providing a reason and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a proposer's offer is not rejected but does not result in contract award, the Housing Authority shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

PERFORMANCE BOND:

The bidder that is ultimately selected to perform the services set forth in the Scope of Services shall be required to post a performance bond for 100% of the compensation amount to be paid the selected bidder under the Agreements, or, in the alternative, the bidder may provide an alternate security instrument for 100% of the compensation amount to be paid the selected bidder, as approved by the Housing Authority, to serve as a guarantee for performance of the obligations under the Agreements. Any proposal not accompanied by such a guarantee will not be considered. If any proposer to whom the contract is awarded fails or refuses to execute the Agreements or furnish the required insurance policies as set forth in the Agreements, the proposal guarantee(s) shall be forfeited to the Housing Authority. The proposal guarantees of all proposers will be held until the successful firm has properly executed all documents required by the Agreements.

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EXHIBIT "A"

**SERVICE PROVIDER AGREEMENT
BY AND BETWEEN**

THE CITY OF RANCHO MIRAGE HOUSING AUTHORITY

AND

(_____)

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__ by and between the City of Rancho Mirage Housing Authority, located in the County of Riverside, State of California ("Housing Authority") and _____, a _____ ("Service Provider").

RECITALS:

WHEREAS, the Housing Authority desires to enter into an agreement for landscape maintenance services for _____, located at _____, Rancho Mirage, California (hereinafter, the "Project"); and

WHEREAS, the Housing Authority desires to retain the services of a qualified service provider to provide, on an independent contractor's basis, services in connection with the Project.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth herein.

Section 2. SCOPE OF SERVICES, EXTRA WORK

a. Service Provider shall provide those services specifically described in the Scope of Services, attached hereto and incorporated herein by this reference as Exhibit "A." In the event any conflict exists between this Agreement minus the Scope of Services,

on the one hand, and the Scope of Services, on the other hand, the former shall supersede.

b. At any time during the term of this Agreement, the Housing Authority may request that Service Provider perform Extra Work. As used herein, "Extra Work" means any work which is determined by the Housing Authority to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Service Provider shall not perform, nor be compensated for, Extra Work, without written authorization from the Housing Authority.

Section 3. TERM

a. Service Provider shall perform those services set forth in the Scope of Services during the term of this Agreement, which shall commence _____, 20____, and terminate _____, 20____.

b. The Agreement term shall automatically renew for three (3) additional one (1) year terms unless (i) either party shall give written notice to the other party of its intention not to renew at least sixty (60) calendar days prior to the expiration of the Agreement term or any extended term thereof, or (ii) the City does not appropriate the required funds to support renewal of this Agreement.

Section 4. COMPENSATION

Service Provider shall be paid compensation not to exceed _____ Dollars and No Cents (\$_____) in accordance with the scope of services, for the services rendered by Service Provider pursuant to this Agreement.

Section 5. METHOD OF PAYMENT

a. Service Provider shall invoice the Housing Authority, on a monthly basis, for the performance of the services under this Agreement in the amount agreed upon by the parties herein.

b. Service Provider shall be paid the amount specified in the invoice within thirty (30) days of receipt by the Housing Authority, provided that the services reflected in the invoice were performed to the reasonable satisfaction of the Housing Authority in accordance with the terms of this Agreement.

Section 6. PERFORMANCE SECURITY

Upon execution of this Agreement, Service Provider shall furnish and deliver to the Housing Authority a performance bond in substantially the same form as that attached

hereto and made part hereof as Exhibit "B," at no expense to the Housing Authority. The performance bond shall equal 100% of the total estimated amount to be paid Service Provider under this Agreement, as set forth in Section 4, as security for the faithful performance of this Agreement and shall be furnished by a surety company satisfactory to the Housing Authority. No alterations or substitution of said form shall be allowed. To be acceptable, the surety company must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A" policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating. Notwithstanding the foregoing, alternatively, an alternate security instrument for 100% of the compensation amount to be paid Service Provider under this Agreement, as approved by the Housing Authority, may be provided by Service Provider.

Section 7. INDEPENDENT CONTRACTOR'S STATUS

Service Provider shall at all times during the term of this Agreement perform the services described in this Agreement as an independent contractor, and hereby waives any claims for any compensation or benefits afforded to Housing Authority employees and not to independent contractors.

Section 8. CIVIL CODE SECTION 1542 WAIVER

Service Provider expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Service Provider further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

Section 9.

**REPRESENTATIONS AND ACKNOWLEDGMENTS
REGARDING INDEPENDENT CONTRACTOR'S STATUS
OF SERVICE PROVIDER**

a. Service Provider represents and acknowledges the following:

(1) The Housing Authority is not required to provide any training or legal counsel to Service Provider or its employees in order for Service Provider to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the Housing Authority.

(3) The services described in this Agreement can be performed without the use of Housing Authority equipment, materials or tools unless otherwise provided under this Agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the Housing Authority must maintain any contractual relationship with Service Provider on a continuing basis after termination of this Agreement.

(5) The Housing Authority will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by Service Provider to perform the services described in this Agreement.

(6) Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are "employees" of the Housing Authority.

b. The Housing Authority represents and acknowledges the following:

(1) Service Provider is not required to comply with daily instructions from Housing Authority staff with respect to when, where or how Service Provider must perform the services set forth in this Agreement.

(2) Service Provider is solely responsible for determining who, under the supervision or direction of Service Provider, will perform the services set forth in this Agreement.

(3) The Housing Authority will not hire, supervise or pay any assistants working for Service Provider pursuant to this Agreement.

(4) Nothing in this Agreement shall be interpreted to imply that Service Provider must maintain any contractual relationship with the Housing Authority on a continuing basis after termination of this Agreement.

(5) Service Provider is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(6) Nothing in this Agreement shall be interpreted to preclude Service Provider from working for other persons or firms, provided that such work does not create a conflict of interest.

(7) Service Provider is not required to perform the services set forth in this Agreement in any particular order or sequence.

(8) It is the sole responsibility of Service Provider to set the hours in which Service Provider performs or plans to perform the services set forth in this Agreement.

Section 10. NOT AGENT OF THE HOUSING AUTHORITY

a. Nothing contained in this Agreement shall be deemed, construed or represented by the Housing Authority or Service Provider or by any third person to create the relationship of principal and agent.

b. Service Provider shall have no authority, expressed or implied, to act on behalf of the Housing Authority in any capacity whatsoever as an agent, nor shall Service Provider have any authority, expressed or implied, to bind the Housing Authority to any obligation whatsoever.

Section 11. WARRANTY

Service Provider warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

Section 12. FAMILIARITY WITH WORK

a. By executing this Agreement, Service Provider warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

b. Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the Housing Authority, it shall immediately inform the Housing Authority of such fact and shall not proceed except at Service Provider's risk until written instructions are received from the Executive Director or his or her designee.

Section 13. EQUAL OPPORTUNITY EMPLOYMENT

Service Provider represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, mental condition, marital status, sex, age, or sexual orientation. Unless otherwise permitted under the law, Service Provider shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges or employment.

Section 14. CONFLICTS OF INTEREST

Service Provider covenants that it does not have any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. In the event the Housing Authority officially determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file the subject Form 700 with the Housing Authority pursuant to the written instructions provided by the Housing Authority.

Section 15. COMPLIANCE WITH LAWS; LICENSING AND PERMIT REQUIREMENTS

a. Service Provider shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Service Provider and/or its employees, officers, or board members.

b. Service Provider represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City of Rancho Mirage business license.

Section 16.

INSURANCE REQUIREMENTS

a. Service Provider shall procure and maintain at its own expense, during the term of this Agreement, comprehensive general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Service Provider or its officers, employees, servants, volunteers and agents and independent contractors. Service Provider shall provide insurance on an occurrence, not claims-made basis. Service Provider acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess insurance, personal and advertising injury coverage shall be triggered by an “offense” while bodily injury and property damage coverage shall be triggered by an “occurrence” during the policy period.

b. Service Provider shall further procure and maintain at its own expense, until completion of performance and acceptance by the City, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, covering any vehicle utilized by Service Provider or its officers, employees, servants, volunteers and agents and independent contractors in performing the services required by this Agreement.

c. Service Provider agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Service Provider enters into contracts or whom Service Provider hires or retains pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required herein, at minimum, and name as additional insureds the parties to this Agreement. Service Provider agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.

d. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Service Provider agrees to maintain all coverages required herein until the Housing Authority provides written authorization to terminate the coverages following the Housing Authority’s review and determination that all liability posed under this Agreement as to the party providing insurance has been eliminated.

e. Service Provider shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and shall also be responsible for payment of any self-insured retentions.

f. In the event Service Provider maintains insurance with broader coverage and/or limits of liability greater than those required herein, Housing Authority requires and shall be entitled to the broader coverage and/or higher limits of liability maintained by Service Provider. Any insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Housing Authority.

g. The fact that insurance is obtained by Service Provider shall not be deemed to release or diminish the liability of Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify and hold the Housing Authority harmless shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Service Provider, its principals, officers, agents, employees, persons under the supervision of Service Provider, vendors, suppliers, invitees, sub-contractors, or anyone employed directly or indirectly by any of them.

h. Without limiting the generality of the forgoing, Service Provider agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the Services, Service Provider shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the Housing Authority or its officers, employees, servants, volunteers, agents and independent contractors; and all Services under this Agreement shall be discontinued immediately until notice is received by Housing Authority that the required insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to Housing Authority. Any failure to maintain the required insurance, including insurance required of any subcontractors or others involved in any way with the Services, shall be sufficient cause for Housing Authority to terminate this Agreement.

i. The requirements set forth in Section 16d shall survive termination of this Agreement.

Section 17. WORKERS' COMPENSATION INSURANCE

a. Service Provider shall procure and maintain at its own expense, during the term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the Housing Authority. This provision shall not apply if Service Provider has no employees performing work under this Agreement. If the Service Provider has no employees for the purposes of this Agreement, Service Provider shall sign the Certificate of Exemption from Worker's Compensation Insurance, attached hereto and incorporated herein by this reference as Exhibit "B." Service Provider agrees to waive its statutory immunity under any worker's compensation or similar statute, as respecting the Housing Authority, and to require any and all subcontractors and any other person or entity involved with the Services to do the same.

Section 18. ADDITIONAL NAMED INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the Housing Authority and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the Executive Director and General Counsel, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

Section 19. WAIVER OF SUBROGATION RIGHTS

Service Provider shall require the carriers of all required insurance policies to waive all rights of subrogation against the Housing Authority and its officers, volunteers, employees, contractors and subcontractors.

Section 20. INSURANCE DOCUMENTATION

a. Service Provider shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the Housing Authority certificates of said insurance with original endorsements on or before the commencement of the term of this Agreement. Current certification of insurance shall be kept on file with the Housing Authority at all times during the term of this Agreement.

b. Each policy required herein must be endorsed to provide that the policy shall not be cancelled or reduced in coverage by either party (except by paid claims)

unless the insurer has provided the Housing Authority with 30 days prior written notice of cancellation or reduction in coverage.

c. All insurance policies required to be provided by Service Provider or any other party must be endorsed to provide that the policies shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained or available to the Housing Authority, and its officers, employees, servants, volunteers, agents and independent contractors.

Section 21. TERMINATION OR SUSPENSION

a. This Agreement may be terminated or suspended without cause by the City at any time provided that the City provides Service provider at least thirty (30) business days written notice of such termination or suspension.

b. This Agreement may be terminated or suspended with cause by either party at any time provided that the respective party provides the other party at least ten (10) business days' written notice of such termination or suspension.

c. In the event of a termination of this Agreement under this section, Service Provider shall provide all documents, reports, data or other work product developed in performance of the Scope of Services of this Agreement to the City, within ten (10) calendar days of such termination and without additional charge to the City.

d. Notwithstanding anything else to the contrary herein, Service Provider's failure to perform specified items of work as provided in the Scope of Services, after receipt of three (3) formal notices of non-compliance, will constitute good and sufficient grounds for the City to terminate this Agreement. Notice of termination shall be given by certified mail and will be effective fifteen (15) calendar days after the date said notice was mailed. Notification of any termination will be given to the surety, who shall have the right to take over this Agreement within fifteen (15) calendar days of being notified. Failure of the surety to assume Service Provider's obligations hereunder within such fifteen (15) day period shall constitute grounds for the City to assume responsibility for providing maintenance services with the right to recover damages from Service Provider or the surety arising from Service Provider's failure to perform.

Section 22. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 23. INDEMNIFICATION

a. Service Provider shall defend, indemnify and hold harmless the Housing Authority, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect, (including any and all costs and expenses in connection wherein), arising out of the

performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the Housing Authority, its officers, agents, employees or volunteers.

b. The Housing Authority does not, and shall not waive any rights that it may have against Service Provider under this Section because of the acceptance by the Housing Authority, or the deposit with the Housing Authority, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

c. Notwithstanding the provisions of subsections a. and b. of this section, Service Provider shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of Housing Authority to furnish timely information or to approve or disapprove Service Provider's work promptly, or by reason of delay or faulty performance by the Housing Authority, construction contractors, or governmental agencies, or by reason of any other delays beyond Service Provider's control, or for which Service Provider is without fault.

Section 24. BOOKS AND RECORDS

a. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the Housing Authority for a minimum period of three years, or for any longer period required by law, from the date of final payment to Service Provider pursuant to this Agreement.

b. Service Provider shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Executive Director, General Counsel, Housing Authority Auditor or a designated representative of these officers. Copies of such documents shall be provided to the Housing Authority for inspection at the Housing Authority's address indicated for receipt of notice in this Agreement when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Service Provider's address indicated for receipt of notices.

d. Where the Housing Authority has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Service Provider's business, the Housing Authority may, by written request of any of the

above-named officers, require that custody of the records be given to the Housing Authority and that the records and documents be maintained at the Housing Authority's address indicated for receipt of notice in this Agreement. Access to such records and documents shall be granted to any party authorized by Service Provider, Service Provider's representatives, or Service Provider's successor-in-interest.

Section 25. LIQUIDATED DAMAGES

The parties hereto acknowledge and agree that if Service Provider delays or fails to timely perform as specified in the Scope of Services, such delay or failure would result in damages to the City in an amount not readily ascertainable by the parties, and being that it is impracticable and difficult to fix the amount of such damages, the parties hereby agree that such damage would be approximately equal to \$100 per occurrence and that Service Provider shall pay this amount as liquidated damages for each and every delay or failure, as more particularly set forth in the Scope of Services, and that such amount is reasonable and not a penalty. Such liquidated damages may be deducted from any payments due or to become due to the Contractor. However, Service Provider shall not pay any liquidated damages for any delay or failure caused by circumstances beyond the control of the Service provider and without the fault or negligence of the Service Provider.

Section 26. OWNERSHIP OF DOCUMENTS

All plans, studies, documents and other writings prepared by and for Service Provider, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Housing Authority upon payment to Service Provider for such work, and the Housing Authority shall have the sole right to use such materials in its discretion without further compensation to Service Provider or to any other party. Service Provider shall, at their expense, provide such reports, plans, studies, documents and other writings to Housing Authority upon written request.

Section 27. CONFIDENTIALITY

a. All ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Service Provider in connection with the performance of this Agreement shall be held confidential by Service Provider. Such materials shall not, without prior written consent of the Housing Authority, be used by Service Provider for any purposes other than the performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Service Provider which is otherwise known to Service Provider or is generally known, or has become known, to the related industry shall be deemed confidential.

b. Service Provider shall not use the Housing Authority's insignia or photographs relating to the project for which Service Provider's services are rendered, or

any publicity pertaining to the Service Provider's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the Housing Authority.

Section 28. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 29. BACKGROUND CHECKS

At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Service Provider's personnel who perform work required in the Scope of Services, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the Services will be rendered. If the City makes a reasonable determination that any of Service Provider's prospective or then current personnel is deemed objectionable, then the City may notify Service Provider of the same. Service Provider shall not use that personnel to perform work required in the Scope of Services, and if necessary, shall replace him or her with another suitable worker.

Section 30. ENTIRE AGREEMENT

a. This Agreement supersedes any and all other agreements, either oral or written, between the Housing Authority and Service Provider with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.

c. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Section 31. AMBIGUITIES

This Agreement is in all respects intended by each party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules

of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Section 32. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the Housing Authority: Marcus Aleman, Housing Manager
City of Rancho Mirage Housing Authority
69825 Highway 111
Rancho Mirage, CA. 92270
Telephone: (760) 324-4511
Facsimile: (760) 324-8830
Email: marcusa@ranchomirageca.gov

To Service Provider: _____

Telephone: _____
Facsimile: _____
Email: _____

b. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 33. NON-LIABILITY OF HOUSING AUTHORITY OFFICERS AND EMPLOYEES

No officer or employee of the Housing Authority shall be personally liable to Service Provider, or any successor in interest, in the event of any default or breach by the Housing Authority or for any amount which may become due to Service Provider or to its successor, or for any breach of any obligation of the terms of this Agreement.

Section 34. REVIEW BY ATTORNEYS

Each party hereto has had its attorneys review this Agreement and all related documents. Each party hereto has consulted with its attorneys and has negotiated the terms of this Agreement based on such consultation.

Section 35. WAIVER

- a. No waiver shall be binding, unless executed in writing by the party making the waiver.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.
- c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 36. ASSIGNMENT AND SUBCONTRACTING

- a. The experience, knowledge, capability and reputation of Service Provider, its principals and employees were a substantial inducement for the Housing Authority to enter into this Agreement. Assignments of any or all rights, duties or obligations of the Service Provider under this Agreement will be permitted only with the written consent of the Housing Authority.
- b. Service Provider shall not subcontract any portion of the work to be performed under this Agreement without the written consent of the Housing Authority. If the Housing Authority consents to such subcontract, Service Provider shall be fully responsible to the Housing Authority for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the Housing Authority and subcontractor nor shall it create any obligation on the part of the Housing Authority to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.

Section 37. CARE OF WORK

The performance of services by Service Provider shall not relieve Service Provider from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Housing Authority, when such inaccuracies are due to the negligence of Service Provider.

Section 38. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 39. SUCCESSORS, HEIRS AND ASSIGNS

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of

the parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the parties.

Section 40. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

Section 41. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 42. DEFAULT

a. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default of any party to this Agreement may remain uncured for more than fifteen (15) calendar days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

Section 43. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise

by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.

Section 44. VENUE

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

Section 45. LITIGATION EXPENSES AND ATTORNEY'S FEES

In the event any action, suite or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 46. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon the Housing Authority, until signed by the authorized representative(s) of Service Provider, and approved as to form by the General Counsel, and executed by the Executive Director or his designee.

Section 47. NO THIRD PARTY BENEFICIARIES

The parties do not intend the benefits of this Agreement to inure to any third party, nor shall any provision of this Agreement be so construed.

Section 48. LABOR LAWS; PREVAILING WAGES

a. All work or services performed within the State of California pursuant to this Agreement by Service Provider, Service Provider's employees and independent contractors, or contractor's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

b. Service Provider represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual

orientation. Unless otherwise permitted under the law, Service Provider shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

c. Documentation must be promptly submitted to the Housing Authority at any time, at the request of the Housing Authority, for the purpose of determining whether or not the work or services provided pursuant to this contract are being provided in compliance with this section.

d. Service Provider and all of Service Provider's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the project site where work is to be performed, in accordance with Labor Code Section 1773.2. Service Provider shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the Service Provider's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Service Provider shall forfeit to the Housing Authority an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Service Provider and any and all of its subcontractors shall forfeit to the Housing Authority twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code.

e. Service Provider and all subcontractors hired to perform any work for the subject project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Service Provider or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Service Provider and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the Housing Authority or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of Service Provider’s and subcontractor’s receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

f. Notwithstanding anything else to the contrary, Service Provider hereby acknowledges that all contractors must be registered with the Department of Industrial Relations (“Department”) pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. Service Provider represents and warrants that Service Provider is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Service Provider entering into any contracts with any subcontractor, Service Provider shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

Section 49. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

a. Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

Section 50. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**CITY OF RANCHO MIRAGE HOUSING
AUTHORITY**

SERVICE PROVIDER

Isaiah Hagerman, Executive Director

Its: _____
(Title)

APPROVED AS TO CONTENT:

Jeremy Gleim, Director of Development
Services

ATTEST:

Kristie Ramos, Board Secretary

APPROVED AS TO FORM:

Steven B. Quintanilla, General Counsel

EXHIBIT “A” TO AGREEMENT

SCOPE OF SERVICES

1.0 INTENTIONALLY OMITTED

2.0 GENERAL

2.1.1 WORK TO BE PERFORMED

The work to be performed consists, in general, of the following:

GENERAL MAINTENANCE

Complete landscape maintenance of all contract areas to include litter removal, irrigation, pruning, shaping and trimming of trees, shrubs, and ground cover plants; raking; fertilization; weed control; control of all plant diseases and pests; mowing; edging; irrigation and drainage systems; and all other maintenance required to maintain the contract areas in a safe, attractive, usable, healthy, professional and vigorous condition.

All hardscape areas, such as sidewalks, curbs, gutters, expansion joints, median hardscape (if any) and roadway surfaces extending out into the pavement at least five feet from the curb face, in the contract area. The areas maintained will be kept free of weeds, fugitive soils, trash, dead plant materials and debris as per the maintenance schedule. All debris, fugitive soils and vegetative trimmings shall be removed of and disposed of by the Contractor in compliance with National Pollution Discharge Elimination System (NPDES) Best Management Practices as established by the City. Contractor shall not sweep, blow, or otherwise cause any trash, debris, fugitive soils or vegetative trimmings to be discharged into or upon any street, gutter, drainage structure, storm drain or other facility.

2.1.2 MAINTENANCE SCHEDULES

2.1.2 (a) Scheduling of Work

Contractor shall accomplish all normal landscape maintenance required under the Agreement from Monday through Friday from 7:00 a.m. to 5:00 p.m., in accordance with the Maintenance Matrix, attached hereto and incorporated herein by this reference as Appendix 1. Exceptions may be made to these normal working hours where incidence of use may be too great during the hours specified to allow for proper maintenance. The Housing Authority may grant, on a case by case basis, permission to perform contract maintenance during other hours.

2.1.2 (b) The Contractor shall establish a schedule of routine work to be followed in the performance of this contract. This schedule shall include the day of each week that the contractor shall physically perform the routine work within each Contract area, set forth within this schedule and the type of work scheduled to be accomplished. A copy of this schedule shall be provided to the Housing Authority prior to the performance of any work required by this contract and these specifications, and any changes in scheduling shall be reported in writing to the Housing Authority five (5) days prior to initiating the change.

2.1.2 (c) The Contractor shall provide a written notice to the Housing Authority at least five (5) business days prior to performing any additional work not routinely performed on a monthly basis during contractor's weekly maintenance cycle. Said additional work may include but not be limited to fertilization, aeration or overseeding. Said notice shall include the schedule date or date(s) for performing the work.

2.1.2 (d) The Contractor shall conduct the work at all times in a manner which will not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets or parking lots. In addition, a special notification listing exact start date for fertilization, aeration, renovation, pruning and other infrequent operations shall be furnished to the Housing Authority at least five (5) working days in advance of performing these operations. The Contractor shall also post printed public notices adjacent to the landscape areas prior to application of any chemicals at least five (5) working days prior to the application of any chemicals.

2.1.2 (e) The following items of work shall be performed by the Contractor with the frequency indicated: Refer to attached Maintenance Matrix.

2.1.3 FUTURE WORK

The cost of maintenance of landscaping which may be installed in the future will be negotiated with the Contractor at the time of City's acceptance of said improvements. However, the cost of maintenance shall not exceed the unit price awarded under this contract. i.e., same cost for irrigation components as awarded in this contract; turf and/or ground cover shall not exceed the cost per square foot awarded under this contract).

2.1.4 SUPPLIES

All supplies required to accomplish the items of work specified herein, and to maintain the landscaping in a healthy and attractive condition and the irrigation system in a fully operational manner, shall be provided by Contractor. Full payment for furnishing landscaping and irrigation supplies shall be considered as included in the contract bid prices and no additional compensation will be allowed therefor. The Housing Authority shall approve the brand and model of any controllers, valves and sprinkler heads prior to use by Contractor. Currently the Housing Authority is specifying Rainbird irrigation products for all sprinkler equipment and parts.

2.1.5 CONFLICTS

In the event that the maintenance area is subject to construction of new and/or expanded facilities, landscaped areas, irrigation systems or shrubs and trees may be disturbed or eliminated by this construction. Contractor shall provide maintenance up to the construction area and ensure proper irrigation at all times. Services for replacement of landscape and irrigation disturbed by the construction will be provided by others. Upon restoration, the contractor shall again be responsible for maintenance. Areas eliminated by construction shall be deducted from the gross area under the same provisions as provided above for FUTURE WORK.

2.1.6 AREAS ELIMINATED/MODIFIED

The Housing Authority and Contractor shall negotiate any adjustments to compensation that become necessary due to any areas that become permanently or temporarily eliminated or modified within the maintenance areas under the same provisions as provided above for FUTURE WORK.

2.1.7 REPLACEMENT OF TREES AND PLANT MATERIALS, CONTRACTOR NEGLIGENCE

Contractor will be responsible, at its own cost, for replacing dead or unhealthy trees and/or plant material within seven (7) working days after receiving written notice from the Housing Authority. Liquidated damages in the amount of \$100/day will be assessed to the Contractor for each calendar day the repair remains incomplete, which may be deducted from any payments due or to become due to the Contractor. The (i) harm from not replacing unhealthy trees and/or plant material, and (ii) the use and enjoyment of such replaced healthy trees and/or plant material, will be correspondingly continued or delayed, respectively, and therefore Housing Authority and public will necessarily suffer great damages; and from the nature of the case, such actual damages are extremely difficult and impracticable and impractical to fix, and the nearest and most exact measure of damages for such breach is set forth above, and is not a penalty.

2.1.8 CONTRACTOR PARTICIPATION IN LANDSCAPE IRRIGATION AUDITS OF IRRIGATION SYSTEMS

Contractor shall participate as needed in the periodic performance of landscape irrigation audits as required by either the Housing Authority or CVWD. Said participation may include but not be limited to providing access to each controller, flagging and locating valves, preparing current valve schedules, and validating valve station information. When a Landscape Irrigation Audit is deemed necessary, the Contractor shall make the appropriate personnel available to the Landscape Irrigation Auditor.

3.0 CONTRACTOR SPECIFIC SERVICES TO BE PROVIDED

3.1 HARDSCAPE, DECOMPOSED GRANITE, PICNIC AND SPORTS COURT AREAS

3.1.1 LITTER CONTROL

The contractor shall be responsible for the following on a daily basis or as may be required by the Housing Authority:

- Litter removal and identify in the written schedule, the approximate time frames for performing this function.
- The removal of all trash, such as paper, cans, bottles, broken glass, dog droppings and any out of place or discarded items. This includes improved, as well as, natural desert areas identified in the contractual parameters.
- The removal of dried plant material, such as hanging or fallen tree limbs, leaves, branches, dried up and/or dead plant material and wood pieces.
- The raking and sweeping of all areas after litter and or weeds are removed (weekly).
- All refuse shall be placed by Contractor in a refuse container or taken to the sanitary landfill or green waste disposal yards, at the Contractors expense. Any tickets received will be given to the Housing Authority for Green Waste credits.

3.1.2 SIDEWALK/HARDSCAPE AREA CLEANING

Contractor shall inspect and clean accumulated sand, gravel, plant clippings and debris off all:

- **Sidewalks**
- **Curbs**
- **Swales**
- **All hardscape related areas**

Contractor shall immediately report to Housing Authority in writing any broken or raised concrete where there is potential hazard and/or liability.

3.1.3 RAKING OF DECOMPOSED GRANITE AREAS

Raking of all decomposed granite areas shall be done as specified in the Maintenance Matrix or as conditions warrant. Decomposed granite shall be replaced or added by the Housing Authority on an as needed basis. The cost of the material will be paid by the Housing Authority. Contractor shall provide the labor to spread the decomposed granite at each maintained location as part of the cost of the Agreement. Delivery of the material to each maintained area shall be by mutual agreement of Housing Authority and Contractor.

3.1.4 POWER WASHING OF MEDIAN HARDSCAPE AREAS

Power washing will be done by the Contactor semi-annually on all designated hardscape areas.

3.1.5 INSPECTING AND ADJUSTING OF LANDSCAPE LIGHTING

Contractor will inspect and adjust lighting as needed on a weekly basis.

3.1.6 CLEANING OF PICNIC FACILITIES

The contractor will keep clean on a daily basis all picnic venues within the City as well as removal of waste and trash, emptying of trash containers and the cleaning of BBQ's. Power washing of tables and benches will be done on a monthly basis.

3.2 GROUNDCOVER, SHRUB AND TREE MAINTENANCE

3.2.1 GENERAL

All plant material, trees/palms, shall be maintained as needed to prevent obstruction to vehicles or pedestrians. Shrubs shall be maintained to create adequate line-of-site vision for vehicles. All vegetation shall be maintained so the material does not overgrow its designated growth perimeter or encroach onto sidewalks, curbs, controller units, valve boxes or other fixtures. Vines shall be checked and retied as required to promote directional growth. No nails will be used.

Dead material should be pruned from plants/trees (within 15' from the ground) as they occur. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than two weeks.

Pruning techniques, watering requirements and a calendar for ideal maintenance timing shall be as specified in the Maintenance Matrix.

Fertilization and soil testing shall be required, as designated by the schedule in the Maintenance Matrix.

3.2.2 SHRUB AND GROUND COVER SHAPING AND PRUNING

All ornamental plant material, such as shrubs used as formal hedges or screens, shall be pruned in a manner to retain a continuous appearance shape at the direction of the Housing Authority. All other plant material is to be pruned in a manner that is described as a two-step Naturalistic pruning procedure. These plants will not be pruned into globes or ornamentally without permission by the Housing Authority. All pruning will be done in accordance with season and plant type.

3.2.3 TREE SHAPING AND PRUNING

The Contractor shall comply with the following provisions regarding tree maintenance:

- Trees shall be pruned as needed to remove broken or diseased branches, or for traffic and pedestrian safety. Sidewalk clearance will be eight (8) feet and vehicular clearance fourteen (14) feet. Any broken, structurally unsound or detached limbs are to be considered a hazard and removed. Sucker growth will be removed as they appear.
- All Date Palm trees will be trimmed after seeding normally in the month of May.
- All other Palms will be trimmed after seeding normally in July.
- All other trees (non-Palm) will be trimmed in October & November with a minimum of 25% off each tree.
- Inspect all fruit bearing trees quarterly and harvest fruit as needed.

3.2.4 NO TOPPING OF ANY TREES WILL BE ALLOWED

Only lacing and or tipping back is allowed. It is the Contractor's responsibility to conduct a pruning program consistent with current applicable International Society of Arboriculture (ISA) and American National Standards Institute (ANSI) to promote proper form, strength, health and appearance of trees. No pruning will be performed without onsite inspection by Housing Authority staff. It is the Contractor's responsibility to notify the Housing Authority before work begins. Contractor shall remove all debris from pruning, trimming and tree maintenance the same working day as accumulated.

3.2.5 THE CONTRACTOR IS RESPONSIBLE FOR ALL TREE STAKING

Ties will be monitored to prevent girdling. Remove ties and stakes as needed and appropriate. All stakes and ties should be removed within one year of planting, unless still necessary. Broken stakes and ties are to be replaced as necessary. The Housing Authority requires the use of metal stakes.

3.2.6 CONTRACTOR RESPONSIBILITY FOR PLANT AND TREE REPLACEMENT

Contractor shall be held responsible for any damages done to plants, trees/palms due to improper management procedures. The Contractor shall replace groundcover, shrubs or trees, at no cost to the Housing Authority, that die after acceptance of the contract due to neglect, irrigation malfunction, lack of maintenance, infestation, or improper care. Replacement plants will be the same as the palette for the project area unless deviation is approved by the Housing Authority. Dead plants will be replaced by the contractor within seven (7) working days after receiving writing notice from the Housing Authority. Penalties in the amount of \$100/day will be assessed to the Contractor for each calendar day the repair remains incomplete, which may be deducted from any payments due or to become due to the Contractor. The (i) harm from not replacing dead plants, and (ii) the use and enjoyment of such replaced healthy plants, will be correspondingly continued or

delayed, respectively, and therefore Housing Authority and public will necessarily suffer great damages; and from the nature of the case, such actual damages are extremely difficult and impracticable and impractical to fix, and the nearest and most exact measure of damages for such breach is set forth above, and is not a penalty.

3.2.7 BROKEN TREES.

Any trees broken or damaged as a direct result of storm damage, wind, accident or vandalism shall be trimmed or replaced within 24 hours of notification. Any debris blocking roadways or parking shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an extra cost, at pre-determined price (planted) for 15 gallon, 24" box, and or 36" box.

3.3 TURF MAINTENANCE

3.3.1 MOWING AND EDGING TURF

- All turf areas shall be mowed and edged weekly. All clippings shall be removed. Contractor shall provide equipment and labor that will facilitate mowing and clipping removal for each designated area in one day.
- Contractor shall ensure a proper watering schedule to give the turf a continuous, healthy appearance. Contractor shall comply with Section 3.6.12 regarding compliance with the water budget for each irrigated area.
- Bermuda turf shall be mowed to a 1 inch height, or lower, at the direction of the Housing Authority. Rye turf shall be mowed to a height of 1 ½ inches.
- Trimming and edging shall be performed at each mowing around walls, buildings, curbs sidewalks, mow strips, paved areas, valves, etc.
- Chemically edge around trees within an eight inch radius from the trunk, using care not to damage trunk or roots.
- All lawn areas included in the contract shall be mowed with approved power-propelled reel-type or rotary mowers. The mowers shall be equipped with catchers. Mowing shall be done in such a manner as to prevent ruts or depressions from forming by the wheels and/or weight of the mower. No mowing will be done if lawns are wet, or have just been sprinkled.
- Mowers shall be maintained so as to provide a smooth, even cut without tearing. Mowers are to provide a uniform, level cut no higher than two (2) inches, or as otherwise instructed by the Housing Authority, but no more than 25% of existing growth to be removed in any one mowing.

- Inclement weather may preclude adherence to the frequency schedule of mowing. Contractor may request, from the Housing Authority, for reason of rain or prolonged cold, alteration of this mowing frequency. If inclement weather prohibits Contractor from performing contract work for more than two days in a week, the Housing Authority shall deduct a pro rata amount from the contract price for the days in the monthly invoice billing cycle that no work was performed.
- Artificial turf surfaces shall be maintained in complete compliance with manufacturer's specifications. Contractor shall request copies of the manufacturer's maintenance recommendations from the Housing Authority. Contractor shall provide all materials and equipment necessary to maintain artificial turf areas in compliance with the manufacturer's recommendations as part of the Agreement cost and at no additional expense to the Housing Authority.

3.3.2 RENOVATION AND OVERSEEDING PROGRAM

- Renovation and over seeding will be performed to a schedule designated by the Housing Authority. The schedule will be designed to ensure a completely established stand of turf by the first week in November. Renovation and over seeding will be in accordance with the following methods.
- Cut back on watering two weeks before renovation. Cut grass lower after first week. One week before renovation, water will be turned off entirely in turf area. For final renovation, cut turf to a height of ½ inch or to the point where blades are flush with the crowns of the stoles after Bermuda becomes dormant. All clippings will be vacuumed after each cut. No stockpiling of clippings at the sight will be allowed overnight.
- Contractor will request a Housing Authority representative to perform an inspection before rye seed is applied. The Housing Authority will verify proper renovation, aeration, and irrigation coverage prior to seeding.
- Over seeding shall be completed annually and scheduled at the direction of the Housing Authority. Only certified pure perennial rye seed will be used. Application rate shall be 550-600 lbs. per acre as directed. Seed tags will be verified. Contractor will be required to document the seed distribution by area.
- Contractor will monitor irrigation to ensure coverage at all times. Seed needs to be kept moist at all times during germination. Watering will be done in short five to ten minute cycles, four to six times a day.
- Fertilize after first cut with Endure 15-15-15 slow release or approved equal at the rate of 6.5 lbs./1000 square feet.

- Modify watering times after second cut to seasonal durations.
- All costs for labor and equipment shall be included in the contract price.
- All work shall be performed in accordance with the Coachella Valley Water District's Guidelines for scalping and overseeding. Contractor is required to have and maintain certification of overseeding from the Coachella Valley Association of Governments.

3.3.3 AERIFICATION PROGRAM

- Mechanical aeration shall be performed by Contractor.
- Verify to a minimum of two inches into the soil. All plugs are to be collected and removed. Aeration will be performed as specified in the Maintenance Matrix.
- Under adverse conditions or as a result of high use where turf is suffering from compaction, aeration may be necessary at more frequent intervals. If so, such services shall be provided at no additional cost to the Housing Authority. The frequency intervals shall be as required to promote healthy vigorous growth as determined by the Housing Authority.

3.3.4 TURF REPLACEMENT

- Any turf to be replaced which suffers any Act of God, vandalism or other destructive occurrences, in excess of the number stated in the bid item, and not directly or indirectly caused by Contractor's negligence or failure to perform scheduled maintenance, shall be classified as Extra Work.
- Defective turf shall be removed and replaced with sod. The sod shall be of the same type of turf removed and shall be installed as directed by the Housing Authority.
- The unit price paid for replacing turf shall include all items of work involved in removing and placing sod.

3.3.5 MAINTENANCE OF DRAINAGE FACILITIES

- **DRAINS:** Permanent drainage structures such as gutters, concrete swales and ditches, catch basins, retention or detention basins, storm drains, inlets or outlets and pipes 12 inches in diameter or smaller are to be cleaned and kept free of obstructions at all times and are to be completely cleaned annually before October 1st or as directed by the Housing Authority. This work will not be considered extra or supplemental work and no additional payment will be made for it.

3.4 FERTILIZATION PROGRAM

3.4.1 SOILS TESTS REQUIREMENTS

The contractor shall coordinate taking soil samples with a certified laboratory approved by the Housing Authority. The purpose of the test is to prepare an annual fertilization schedule for all maintained areas. The Housing Authority shall identify the locations and number of soil samples to take. The contractor shall be responsible for the cost of the test as part of the contract.

3.4.2 FERTILIZATION-GENERAL REQUIREMENTS

- Manure shall not be used as fertilizer or soil conditioning material.
- Fertilization of all turf grass areas within the designated work area shall be accomplished quarterly with a complete commercial fertilizer in homogeneous pellet form. Guaranteed analysis shall be approved by the Housing Authority.
- Fertilizer shall be packaged in multi-wall paper bags, polyethylene lined for moisture resistance.
- Fertilizer shall be applied at a rate to provide the required elements necessary for healthy growth as determined by the Housing Authority or based on the results of the soil testing. Fertilization shall be done on a quarterly basis (or as otherwise directed by Housing Authority).
- Fertilizer shall be applied in granular form and shall be moisture-free so as to obtain optimum spread. Contractor shall notify the Housing Authority 2-3 days before application and submit bag tag.

3.4.3 GROUND COVER AND SHRUB FERTILIZATION

- Fertilization of all shrub beds, ground cover areas and all young trees (3" caliper and smaller) within the designated work area shall be accomplished four (4) times per year with a commercial grade fertilizer having the guaranteed analysis of 6-10-4 or equal. Guaranteed analysis shall be approved by the Housing Authority.
- Fertilizer shall be applied at a rate to provide the required elements necessary for healthy growth as determined by the Housing Authority or based on the results of the soil testing. Fertilization shall be done on a quarterly basis (or as otherwise directed by Housing Authority).
- Adequate irrigation will immediately follow the application of fertilizer to force fertilizer material to rest directly on the soil surface.

- The fertilizer shall be delivered to the site in the original unopened containers bearing the manufacturer's guaranteed analysis. Contractor shall notify the Housing Authority 2-3 days before application and submit bag tag.

3.4.4 TREE AND PALM FERTILIZATION

In general, trees and palms shall receive the same fertilization that is applied to groundcover and shrub areas. Contractor shall continuously make visual inspections of all trees to determine their health and report any findings or concerns to the Housing Authority. Soils test shall also be utilized by Contractor to make any required special tree fertilization applications. The costs of all tree fertilization shall be part of the contract and not an extra cost for the Housing Authority.

3.4.5 FERTILIZATION APPLICATION INSPECTIONS

Compliance with fertilization specifications will be enforced by application inspections, bag counts and periodic soils analysis. Contractor shall specify fertilizer application and identify type, application rate and dates of application in submitted activity reports.

3.5 WEED, INSECT, FUNGUS, PEST, AND RODENT CONTROL

3.5.1 MANUAL WEED REMOVAL

The contractor shall perform weed removal on a weekly basis. This function shall be performed simultaneously with litter removal/trash control. Planters, D.G./gravel areas, sidewalks, expansion joints, underneath plant materials and trees shall be kept free of weeds. All surfaces shall be raked and/or swept after weeds are removed.

3.5.2 LANDSCAPE AND TURF PRE-EMERGENT

Pre-emergent herbicides may be used for renovation or other special projects as designated by the Housing Authority. Contractor shall apply the pre-emergent herbicides in compliance with the manufacturer's recommendations. The cost for this service shall be included in the contract and not be extra cost for the Housing Authority.

3.5.3 SELECTIVE BROADLEAF APPLICATION

Contractor shall apply selective broadleaf chemical herbicides for preventative weed control in all maintained areas. The cost for this service as well as for any follow-up applications as may be necessary to control weeds, shall be included in the Agreement, and shall not be an extra cost for the Housing Authority.

3.5.4 NUTGRASS/CRABGRASS CONTROL

Nut grass and crabgrass is prevalent and can become problematic if not properly addressed. Contractor is responsible for applying appropriate herbicides in compliance

with manufacturer's recommendations to maintain control of these grasses. The cost for this service as well as for any follow-up applications as may be necessary to control the grasses, shall be included in the contract, and shall not be an extra cost for the Housing Authority.

3.5.5 INSECT, FUNGUS, PEST, AND RODENT CONTROL

Contractor shall provide complete and continuous control and/or eradication of all plant pests and diseases at no extra cost. Contractor shall provide control and/or eradication of other landscape pests, such as snails, gophers, etc. Preventive fungicide shall be applied, as necessary.

Application rates will be the responsibility of Contractor for proper usage of chemicals and Contractor will be responsible for plants killed or damaged by use of these chemicals.

3.5.6 LICENSES, PERMITS AND REPORTS

Contractor shall obtain necessary permits and licenses to comply with City, County, State or federal laws for using herbicide and pest control chemicals. The Housing Authority will receive and approve a plan submitted by Contractor before application begins. Contractor will assume responsibility and liability for use of chemical controls. Contractor is responsible for submitting schedule of spraying of herbicides and pesticides, to the Housing Authority before performing any services under the Agreement. Contractor shall complete and furnish an herbicide and pesticide application report to the Housing Authority. The report shall have the following information included:

- The weed or pest to be controlled and locations of applications
- Method of control and type of chemical
- Copies of the product label
- A frequency schedule
- Copy of California State Application License

3.5.7 DAMAGES

Contractor shall be responsible for the results of application of all chemicals and will be responsible for plants killed or damaged by the use of these chemicals.

3.6 IRRIGATION SYSTEMS

3.6.1 GENERAL

Contractor shall provide the following inspections, repairs and maintenance, supply all needed materials, and perform the work as necessary in order to maintain the irrigation system in a good state of repair.

3.6.2 QUALIFICATIONS OF PERSONNEL

- Contractor shall ensure that all personnel performing work on irrigation systems are appropriately trained and knowledgeable in the performance and operation of irrigation systems, including but not limited to the operation of each type and brand of controller in use. Contractor shall provide in writing to the Housing Authority, the name and telephone number of Contractor's designated irrigation specialist and shall include copies of all current certifications and training for this individual to the Housing Authority prior to contract award. Contractor must have at least one full-time irrigation technician and one fulltime irrigation assistant assigned to this contract that has IA Certification or equivalent training as may be accepted by the Housing Authority.
- In the event that it is necessary to change the Contractor's irrigation specialist, Contractor shall notify the Housing Authority within ten (10) days and provide the name, telephone number and certifications for the replacement individual for review and approval by the Housing Authority.
- In addition, Contractor shall ensure that the irrigation specialist has attended all required training for the operation, maintenance, and control of all irrigation equipment.
- It is expected that Contractor and its staff shall stay current with various irrigation practices, water conservation measures and changes in ordinances and laws governing the use of irrigation throughout the term of the Agreement by attending various seminars, workshops and trade activities. For those irrigation systems supplied by CVWD, Contractor shall quarterly review the current rules and ordinances proposed or adopted by this agency.
- Contractor and its staff shall be knowledgeable and comply at all times with any and all applicable City ordinances governing landscaping and irrigation practices within the boundaries of the City.

3.6.3 IRRIGATION SYSTEM HOURS OF OPERATION

Landscape drip irrigation system operation shall occur at any times needed. Turf areas shall be irrigated between 9:00 p.m. and 5:00 a.m., except when manually watering during the establishment period of a new landscape, when temperatures are predicted to fall below freezing and or during periods of extreme heat and when testing and repairing an irrigation system. In the event that, due to design or operational issues relating to the irrigation system preclude the Contractor from watering only between 9:00 pm and 5:00 am, Contractor shall immediately notify the Housing Authority. The Housing Authority shall investigate the issues relating to the irrigation issue and shall provide additional direction in writing regarding the irrigation system operation hours as appropriate.

3.6.4 NOTIFICATION OF IRRIGATION SYSTEM DAMAGE

The Housing Authority shall be immediately notified of any damage suspected to be caused by accident, vandalism, theft, or Act of God in which the actual cost of repairing all damage is over \$100.00 for both labor and materials. Immediate notification to the Housing Authority of any such damage, prior to start of work within the area, will serve to indicate Contractor's belief that it was caused by factors beyond its control. The Housing Authority shall review the damage and/or request information from Contractor in order to establish the true cause of damage and determine responsibility for repair. Contractor shall not be responsible for vandalism, theft, Acts of God or accidents involving landscape and irrigation not related to its operations.

3.6.5 ADJUSTMENTS TO IRRIGATION SYSTEMS

Contractor shall repair, replace, clean, and adjust, straighten, raise and lower the following sprinkler system components as needed, for no additional cost, under normal wear conditions:

- Sprinkler Heads
- Sprinkler Head Risers
- Anti-theft/vandalism sprinkler head devices
- Valve Covers (including the branding of stations on replacement covers)
- Valve Boxes or Sleeves
- Quick Coupler Valves and Hose Bibs
- Bubblers, Emitters, etc.
- Sprinkler System Lateral Piping
- Sprinkler Control Valves
- Drip irrigation system including multi-outlet emitter device, and tubing and emitters

3.6.17 CONTRACTOR NEGLIGENCE

Contractor shall, at no cost to the Housing Authority, repair or replace any damaged irrigation system components due to the negligence, recklessness or willful misconduct of Contractor or any of its employees, agents, subcontractors or independent contractors, including for removal of anti-theft devices.

3.6.18 REPAIRS AS EXTRA WORK

The cost of all repairs to, or replacement of irrigation system and landscape caused by vandalism, theft or Act of God where the actual cost of repairing the irrigation component is greater than \$100.00 for both labor and materials, shall be classified as Extra Work. Full compensation for inspections and testing of the irrigation system, and repairs to the irrigation system that are less than or equal to \$100.00 for both labor and materials for each maintenance area at the same time shall be considered as included in the monthly maintenance cost for the work involved; therefore no additional compensation will be allowed.

3.6.19 REPLACEMENT OF IRRIGATION SYSTEM COMPONENTS WITH EQUIVALENT COMPONENTS

Any replacement of an irrigation system component must conform to the type and kind of the existing system unless the use of anti-theft or anti-vandalism devices has been authorized by the Housing Authority. When appropriate, sprinkler heads shall be the same manufacturer as installed, unless approved by the Housing Authority. Any other deviation must be approved in writing by the Housing Authority. Replacement of a defective timer/controller shall be of the same model and manufacturer as the one to be replaced unless otherwise approved by the Housing Authority. The Housing Authority may, at its option, provide Contractor with a replacement timer/controller, in which case the hourly rate for irrigation repair under Section 4.1.6, Extra Work, shall apply. Contractor shall hold onto old parts and request if the Housing Authority would like to verify their condition.

3.6.20 MANUAL IRRIGATION

Irrigation shall be done by the use of the automatic sprinkler systems, where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve Contractor of its responsibility. In the event of a failure of any irrigation component that would prevent proper automatic irrigation of the landscaping, Contractor shall apply irrigation manually until the repair and/or replacement is accomplished. If the use of manual irrigation is necessary and is the result of delays of repair or replacement caused by Contractor, Contractor shall be responsible for the cost of providing manual irrigation. If the use of manual irrigation is necessary and is the result of delays of repairs or replacement caused by the Housing Authority, the cost for manual irrigation shall be considered Extra Work and shall be reimbursable, provided that Contractor notifies the Housing Authority in advance and that the Housing Authority approves in writing that said manual irrigation be provided.

3.6.21 INSPECTION, TEST AND REPAIR OF IRRIGATION SYSTEM

- Contractor shall maintain all sprinkler systems in such a way as to ensure proper coverage and full working capacity and shall make whatever adjustments which may be necessary to prevent run-off into street right of way, or other areas not meant to be irrigated. Care shall be exercised to prevent a waste of water or to cause erosion. Irrigation systems will be tested weekly for malfunctions, clogged spray heads, leaks, etc.
- In those non-turf areas where an automatic sprinkler system is installed, Contractor shall test and observe the irrigation system bi-weekly, or more often if climatic conditions or the frequent occurrence of vandalism or damage warrant it, or at the direction of the Housing Authority. Turf areas shall be tested and observed for proper operation and coverage after each mowing of the turf.

- Contractor shall physically inspect the system weekly for any damage to the system such as missing, damaged, or misdirected sprinkler heads and shall test the operation of each valve for any malfunction. Contractor shall perform irrigation inspections immediately following maintenance work in an area. Contractor shall make appropriate repairs or adjustments as needed to the system based on its inspection including repairs and replacement of sprinkler heads, nipples and elbows to maintain adequate irrigation. Such repairs will be made by Contractor with same type/brand head or approved equal by the Housing Authority.
- Contractor shall also inspect the timer controls for proper operations and shall adjust the schedule and frequency of operation of the system on the first day of each month in order to ensure proper water delivery for each valve. Contractor shall, by the first (1st) of each month, provide a written copy of the planned irrigation schedule, including irrigation days, start times and run-times per valve to the Housing Authority.
- For any area that has received an Irrigation Water Audit within the last 24 months, the Contractor shall use the schedule and frequency for each valve as set forth in the water audit as guidance in establishing the irrigation schedule for the month. Any deviation from this irrigation schedule without express written permission from the Housing Authority is prohibited.
- All other irrigation components will be inspected and maintained by Contractor on a weekly basis. This will include laterals, main lines, gate valves, control wire, junction boxes and any other items in the system.
- Contractor shall be responsible for the cleaning of any filters, screens or other devices used to provide reclaimed water, or as part of the drip irrigation system, as frequently as recommended by the manufacturer or as appropriate in order to ensure proper operation of the system.
- All below-ground irrigation valve boxes shall be kept clean of dirt and debris at all times in order to allow visual inspection of the irrigation component, and shall be periodically treated with an approved rodent control in order to prevent damage to the valve or wiring systems. Valves shall be properly tagged with an approved valve tag with the appropriate valve number, and each valve box lid shall be hot-stamped with the corresponding valve number or designation. Contractor will ensure that all valves correspond to the appropriate controller station number in order to facilitate testing, water audits and repairs. Valve boxes shall be periodically adjusted in order to ensure that the valve box lid is at the same height as the surrounding terrain; said adjustments shall be considered to be part of routine maintenance.
- On any irrigation system that includes an electrically operated booster pump, Contractor shall start and observe the operation of the booster pump weekly. If any leakage and or loss of pressure occurs, Contractor must notify the Housing Authority

immediately. Repairs to booster pumps shall be the responsibility of the Housing Authority.

- If any of the items mentioned in this section are found to be defective or in need of repair during the weekly inspection, said items shall be repaired immediately. Contractor shall notify the Housing Authority immediately by telephone of the need to perform a repair during normal business hours. If the need for repair is discovered after normal business hours, Contractor shall either isolate the damaged irrigation section so as to prevent future water losses, or make such emergency repairs or commence manual watering as necessary in order to prevent excessive loss of plant materials until the next business day.

3.6.22 IRRIGATION STANDARD

Irrigation shall be accomplished in order to achieve the following:

- Turf, if any, shall be irrigated as required, to maintain horticultural acceptable growth and color and to encourage deep rooting. Additional irrigation may be performed in the event of unusually hot/dry weather conditions upon approval of the Housing Authority.
- Landscaping on any slopes/banks, if any, shall be irrigated as required, to maintain horticultural acceptable growth and color, and to encourage deep rooting and preventing erosion.
- Shrub beds, if any, shall be irrigated as required, to maintain horticultural acceptable growth and color, and to promote deep rooting. Irrigation rates for shrub areas shall be applied in such a manner as to prevent surface runoff. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
- Newly planted trees, shrubs, ground cover and turf shall receive special attention until these plants are established. Adequate water shall be applied to promote normal, healthy growth. Proper berms or basins where needed shall be maintained during the establishment period.

3.6.23 EXCESSIVE IRRIGATION PROHIBITED

Contractor is prohibited from applying excessive irrigation to any landscaped area.

- Contractor shall ensure that the monthly water usage shall be within the limits of the Annual Maximum Allowable Water Budget (AMAWB), prepared by the Housing Authority and the ET Rate, whichever is higher for each water meter servicing a maintenance area.

- Contractor shall notify the Housing Authority by phone immediately upon discovery of any broken or damaged irrigation component that may have allowed excessive use of water, and shall follow up said telephone notification with written notice within three (3) business days, either delivered by facsimile, mail or hand-delivery to the Housing Authority. Said notification shall include the date and time that the damage was discovered, the controller and valve numbers affected, and the corrective actions taken.
- Contractor will be required to pay the cost for excessive watering if documentation of why the excess watering occurred is not found to be acceptable by the Housing Authority.

5.0 MASTER SCHEDULE, WORK PERIODS, NOISE CONTROL

4.1.1 REPORTS AND SCHEDULES

The Contractor shall, as a part of this Agreement, submit reports and schedules as a contractual requirement. Such reports and schedules shall include, but shall not be limited to the following:

- Weekly Checklist. Weekly checklists reflecting the date and type of work performed. These will be submitted by no later than the Monday following the work week identified. Monthly payment will not be disbursed without submission of these forms.
- Weekly Maintenance Schedule Chart. Typical weekly maintenance time scheduling, such as mowing, weeding, litter pickup, etc. will be described on this chart. If there is any variance to this schedule, the Housing Authority must be notified.
- Yearly Schedule. At the inception of the Agreement term, Contractor shall submit a tentative yearly schedule for non-weekly maintenance such as fertilization (including timing, application rates and type), pruning, pesticides, post and pre-emergent.

4.1.3 WORK HOURS

Contractor shall perform work at such times as to minimize disturbance to residents, pedestrian, or vehicle circulation. When preparing its weekly schedule, Contractor shall schedule work to be performed between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise approved by the Housing Authority. Emergency work directed by the Housing Authority is not impacted by these restrictions.

4.1.3 NOISE AND SOUND CONTROL

Contractor shall comply with all local sound control and noise level rules, regulations and ordinances that apply to any work performed pursuant to the contract.

4.1.4 MONTHLY EVALUATIONS

The Housing Authority will prepare a monthly evaluation and performance report relative to the property maintained. The Housing Authority and Contractor shall meet monthly at the Housing Authority designated location, to discuss the report and any items that need immediate attention.

4.1.7 INSPECTIONS

The Housing Authority will conduct periodic inspections of maintained areas for compliance. Any items noted not to be in compliance with the specifications will be discussed immediately with Contractor's on-site representative and Contractor shall sign a copy of the generated inspection report, acknowledging receipt. Correction of these items shall be accomplished within the time frame provided by the Housing Authority.

Contractor shall certify to the Housing Authority in writing upon correction of all items noted on the inspection report and shall return one signed copy of the report to the Housing Authority within 5 business days. Continued non-compliance or failure to correct noted deficiencies in a timely manner, shall constitute sufficient grounds for further action, up to and including termination of the Agreement. Contractor or his representative shall also meet as requested on site for field inspections with the Housing Authority to discuss and sign said inspection reports. **Failure on the part of the Contractor to meet at the designated time and place will result in the assessment of the liquidated damages set forth herein and deducted from the monthly contract payment for each correction.** The harm from not meeting as requested for field inspections will be correspondingly continued, and therefore Housing Authority and public will necessarily suffer great damages. From the nature of the case, such actual damages are extremely difficult and impracticable and impractical to fix, and the nearest and most exact measure of damages for such breach is set forth above, and is not a penalty.

4.1.8 EXTRA WORK AND EMERGENCY CALL OUTS

During the course of the Agreement term, additional services, labor and materials, beyond those specified in the Agreement, may be required and performed on a time and material basis. Such work will be billed at the actual cost of labor and wholesale cost of materials plus ten percent. The Housing Authority and Contractor, at the inception of the Agreement term, will assess the actual costs of labor and equipment and arrive at a mutually agreeable unit price for this function. Contractor will be required to submit a list of job classifications, labor rates and equipment with hourly rates (on an annual basis). Equipment rental rates shall be based upon and not exceed local rates from commercial equipment rental vendors or rates published by the State of California Department of Transportation.

- Contractor shall submit a request for extra work in writing, identifying estimated material and equipment costs and a not to exceed labor cost, before commencing any extra work. Contractor must have a signed authorization before payment is made.
- Contractor shall provide twenty-four (24) hour emergency services, with prompt correction or mitigation of emergency damage when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within one (1) hour. Failure to do so could result in monetary deductions from the monthly billing. Any non-voluntary work performed between 5:01 p.m. and 6:59 a.m., Monday through Friday and on Saturday and Sunday shall be considered emergency service.
- Extra work will be separate items from normal contractual duties. Contractor is expected to complete the contractual duties as specified on the Maintenance Matrix and extra work shall not interfere with or delay these duties.
- Contractor shall furnish the Housing Authority with local emergency telephone numbers, which can be called 24 hours a day, 7 days a week and holidays, when Contractor or its representative is on the job site. Any answering service or machine is not adequate for emergency calls.

5.0 COMMUNICATION, DEFICIENCIES, PAYMENT AND PAYMENT REDUCTION

5.1.1 COMMUNICATION WITH HOUSING AUTHORITY

Contractor shall submit to the Housing Authority a list of employee names and titles, for all personnel providing services under the Agreement. The list will identify the supervisor or foreman who will communicate with the Housing Authority and also include their 24/7 contact information.

5.1.5 HOUSING AUTHORITY NOTIFICATION OF DEFICIENCIES

All notification to Contractor from the Housing Authority will be in writing. Deficiencies in Contractor maintenance will be addressed as specified in the Section 4.1.5.

5.1.6 CONTRACTOR NOTIFICATION OF PROBLEMS TO HOUSING AUTHORITY

Contractor shall immediately call the Housing Authority to provide notice of any problem or deficiency. Contractor shall follow up on the same workday with a written facsimile or letter identifying the problem or deficiency, as to who at the Housing Authority was notified and any corrective actions taken or scheduled.

- Contractor to immediately notify City/Housing Authority of any harassment, etc., and allow the City/Housing Authority ample time to investigate and take necessary action.

5.1.7 CONTRACTOR PAYMENT REDUCTION/LIQUIDATED DAMAGES

The Housing Authority has set up very specific criteria by which to evaluate the performance of Contractor on a weekly basis. If performance by Contractor is deficient, the Housing Authority reserves the right to subtract a cost from the monthly billing. Since it is difficult to quantify and assess a value to every aspect of the work, the Housing Authority shall implement a standard \$100 cost per incident. Examples of deficiencies that warrant such deductions include, but are not limited to, the following:

- Lack of compliance to specifications, such as failure to adequately mow, edge, pick up litter, sweep/rake, weed, prune, remove dead plant materials, etc.
- Failure to provide specified reports or to falsify reports, including recycling sites used for green waste and gross weight tickets from the facility indicating the City of Rancho Mirage as the origin of the green waste.
- Failure to supply adequate equipment, labor, or supervision.
- Failure to repair irrigation deficiencies in the allotted time frame.
- Failure to comply with schedules. Variances may be approved upon request by Contractor and approval by the Housing Authority. Delays in part due to adverse weather conditions will be taken into consideration.
- Failure to protect public health and safety.
- A statement will be provided with the monthly payment describing the reason for withholding a portion of the payment and a listing of the amount.

The harm from such incidents will be correspondingly continued, and therefore Housing Authority and public will necessarily suffer great damages; from the nature of such cases, such actual damages are extremely difficult and impracticable and impractical to fix, and the nearest and most exact measure of damages for such breach is set forth above, and is not a penalty.

5.1.5 CONTRACT TERMINATION

Failure to perform specified items of work as provided in this Scope of Services, after receipt of three (3) formal notices of non-compliance, will constitute good and sufficient grounds for terminating the contract. Notice of termination will be given by certified mail and will be effective 15 calendar days after the date said notice was mailed. Notification of any termination will be given to the surety, who shall have the right to take over the contract within 15 days of being notified. Failure of the surety to assume the provisions of the contract within 15 days shall constitute grounds for the Housing Authority to assume responsibility for providing maintenance services with the right to recover damages from the Contractor or the surety arising from the Contractor's failure to perform.

5.1.6 NOTICE

Any Contractor who has their contract terminated by the Housing Authority for non-performance shall be deemed a 'non-responsible' Contractor for a period of three years following the date of termination and will not be allowed to submit a bid to the Housing Authority for any other landscape maintenance contract during that period.

5.1.7 HOUSING AUTHORITY'S RIGHT TO DO WORK

The Housing Authority reserves the right to perform work and/or alterations within the area to be maintained.

5.1.8 PAYMENT REQUEST AND FORMAT

The Contractor shall be paid monthly, in arrears, for the work specified and performed satisfactorily. Payment will be approved only after all required work requested checklists are submitted and verification of completed work is made by the Inspector. The Housing Authority's payment terms are thirty (30) days from receipt of an original invoice, revised reports and acceptance of materials, supplies, or services (Net 30). The Contractor shall organize and format the monthly invoice as directed by the Housing Authority in order to maintain proper cost accounting for each maintenance area.

7.0 CONTRACTOR STAFFING, SUPERVISION AND REPORTS

6.1.1 LOCAL OFFICE

Contractor shall maintain a local office with a competent representative that can be reached during normal working hours and authorized to discuss matters pertaining to the contract with the Housing Authority. A local office is one that can be reached by telephone without it being a toll call. An answering machine or mobile telephone shall not fulfill the requirement for a local office.

6.1.3. PERSONNEL AND SUPERVISION

Contractor shall furnish sufficient supervisory and working personnel capable of accomplishing on schedule all work required under the contract. Contractor shall maintain a supervisor working regular hours. All supervisors shall have the requisite knowledge to perform this function and be able to communicate this in the English language. Contractor and/or its support staff shall have expertise and experience in turf management, entomology, pest and weed control, soils, fertilization, plant identification, irrigation systems and tree pruning in accordance with standards created by the International Society of Arboriculture (ISA). The representative shall be considered an agent of Contractor with authority to receive official notices and make binding agreements on the prosecution of the work. The Housing Authority shall be given five (5) days prior written notice of a change in such representative.

6.1.6 SPECIALTY PERSONNEL, LICENSES, CERTIFICATIONS

The following tasks will be performed by Contractor, by employees who have the permits, licenses or certifications required under City, State, Federal Laws, or directives:

- Application of chemical herbicides and fungicides
- Application of pest control chemicals
- Fertilization application
- Tree/Arborist services
- Services for irrigation systems

6.1.7 CONTRACTOR IDENTIFICATION

All employees shall be dressed in a uniform shirt identifying them as Contractor's personnel and shall be so attired at all times. The employees shall also have in their possession at the jobsite all necessary safety attire and equipment necessary to perform their duties. All of Contractor's vehicles shall be clean, neat and in good repair, shall have Contractor's name and local telephone number visible on both sides of the vehicle and shall include Contractor's State License number. All Contractor vehicles shall be equipped with a vehicle mounted rotating or flashing amber beacon light of sufficient candle-power to be readily visible to any approaching traffic. Beacon light shall be activated at any time that Contractor's vehicle is parked in a street or highway.

6.1.8 CONTRACTOR CONTACT/EMERGENCY/AFTER-HOURS CONTACT

Contractor shall provide a business phone number to the Housing Authority, which is answered during normal business hours, defined as Monday through Friday, 7:00 a.m. to 5:00 p.m., as well as an afterhours emergency phone number. Contractor's representative shall respond back to any telephone message left during normal business hours within two (2) hours of the time that a message is left.

7.0 GREEN WASTE

7.1.1 HOUSING AUTHORITY POLICY REGARDING GREENWASTE

Contractor shall compost all appropriate green waste removed at a facility approved by the City where green waste is properly converted. Contractor shall submit in its weekly reports a listing of recycling sites used and a gross weight slip from the facility. Gross weight slips shall indicate the origin of all green waste as the City of Rancho Mirage.

8.0 SAFETY

8.1.1 GENERAL SAFETY

Contractor shall comply with the State of California and Cal-OSHA Safety Rules and Regulations. Contractor shall supply all delineation, signing and clothing as required by the State of California Department of Transportation. Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities, both above surface and underground. Any damage deemed to be caused by the negligence, recklessness or willful misconduct of Contractor, its agents, employees, independent contractors, or subcontractors shall be corrected or paid for by Contractor at no cost to the Housing Authority. Contractor is required to contact Underground Service Alert before performing any sub-grade work. Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

8.1.6 SAFETY MEETINGS AND REPORTS

Contractor will hold all safety meetings required of its personnel by OSHA, CAL-OSHA, and often State and Federal agencies. Copies of the meeting minutes shall be submitted to the Housing Authority on a monthly basis.

8.1.7 MAINTAINING TRAFFIC CONTROL

Warning signs, lights, and devices for use in performance of work upon streets and highway shall conform to the American Public Works Association's *Work Area Traffic Control Handbook* "WATCH," current edition, utilized by the City.

- A minimum of one (1) lane shall be maintained for each direction of traffic at all times, unless approved otherwise by the Housing Authority.
- Full compensation for furnishing and installing all signs, lights, flares, barricades and other traffic control devices necessary to expedite passage of public traffic through the work area shall be considered as included in the prices paid for the various contract items of work involved and additional compensation will not be allowed therefor.
- Personal vehicles of Contractor's employees shall not be parked on the traveled way at any time. All Contractor vehicles shall be equipped with a permanently-mounted rotating or flashing amber beacon of sufficient candle-power to be readily visible to any approaching traffic. Beacon shall be activated at any time that Contractor's vehicle is parked in a street or highway.
- Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make its own arrangements relative to keeping the working areas clear of parked vehicles.

8.1.8 REMOVAL OF SIGNS

Any unauthorized signs, stakes, posts/poles, political or otherwise, found within or immediately adjacent to the landscaped areas and in the public right of way from time to

time shall be considered as trash and debris and shall be removed by the Contactor immediately. Full compensation for removal of such items shall be considered as included in the prices paid for the various contract items of work involved and not additional compensation will be allowed therefor.

8.1.9 CLEANUP AND DUST CONTROL

Cleanup and dust control shall conform to applicable AQMD Rules and Regulations. Contractor shall not create nor cause to be created any fugitive dust during the performance of its duties.

Appendix 1
Landscape Maintenance Frequency Matrix
(See attached)

EXHIBIT "B" TO AGREEMENT

PERFORMANCE BOND

We, _____, as
Principal, and _____, as
Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Rancho Mirage Housing Authority ("Housing Authority") for payment of the penal sum of: _____ (\$_____).
Housing Authority and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, for landscape maintenance services, referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by Housing Authority and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the Housing Authority, Housing Authority's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with Housing Authority such amount as Housing Authority may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and Housing Authority regarding Principal's failure under the agreement should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the Housing Authority is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Housing Authority's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this ____ day of _____, 20__.

Seal of Corporation

By _____
Authorized Representative of Principal

Title _____

By _____
Authorized Representative of Principal

Title

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
Surety Company

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By _____
Attorney in Fact or other Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

() _____
Company Agent

APPROVED AS TO FORM:

Street Number

General Counsel

City and State

Telephone Number

Furnish the name, address and phone number of the company agent as well as the surety company. Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of section 6 of the agreement.

(NOTICE: No substitution or revision of this bond form shall be accepted.)

EXHIBIT "C" TO AGREEMENT

**CERTIFICATE OF EXEMPTION
FROM WORKERS' COMPENSATION INSURANCE**

I certify that, in the performance of the work to be performed by _____
for the City of Rancho Mirage Housing Authority, I shall not employ any person in any manner so
as to become subject to the workers' compensation laws of California, and agree that if I should
become subject to the workers' compensation provisions of the California Labor Code, I shall
forthwith comply with those provisions.

Name & Signature

Date: _____, 2020

RFP EXHIBIT “B”

ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS

In recognition of _____ (“Company”) having submitted a proposal to the City of Rancho Mirage Housing Authority Request for Proposals for Housing Authority Landscape Maintenance Services, dated October 5, 2020 (“RFP”), issued by the City of Rancho Mirage Housing Authority (“Housing Authority”), and in further recognition that the Housing Authority requires Company to comply with certain insurance requirements as set forth in Section 16 through Section 20 (“Insurance Provisions”) of the Agreement (which Agreement is defined in and made part of the RFP), I represent that I am authorized to sign on behalf of the insurance company listed below (“Insurer”), and by signing below, I acknowledge, warrant and represent that Insurer possesses the ability to, and if requested by Company, shall furnish all the insurance endorsements prescribed in the Insurance Provisions as respecting worker’s compensation and/or commercial general liability and/or commercial vehicle liability insurance [PLEASE CHECK ALL THAT APPLY].

Name of Insurer [Print]

Name, Title [Print]

Signature

Date: _____